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FLT/10550

12/11/14

AGREEMENT

-between-

THE CITY OF WHITE PLAINS

-and the-

DEPUTY CHIEFS UNIT

PROFESSIONAL FIRE FIGHTERS

ASSOCIATION, INC.

LOCAL 274, I.A.F.F., A.F.L. - C.I.O.

July 1, 2010 - June 30, 2015

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AGREEMENT made and entered into this 15th day of April 2013, by and between the CITY OF WHITE PLAINS, a municipal corporation, located in the County of Westchester, State of New York (hereinafter referred to as the "City"), and the DEPUTY CHIEFS UNIT, PROFESSIONAL FIRE FIGHTERS ASSOCIATION, INC., LOCAL 274, I.A.F.F., CITY OF WHITE PLAINS, a membership corporation, duly incorporated under the laws of the State of New York (hereinafter referred to as the "Association").

WITNESSETH

WHEREAS, the City has determined that the Association represents public employees in a negotiating unit consisting of Deputy Chiefs of the Fire Department of The City of White Plains; and

WHEREAS, the City, accordingly, has recognized the Association as the exclusive representative of the uniformed employees of the Fire Department of the City of White Plains for the purpose of negotiating collectively with the City the terms and conditions of employment of said employees, as more fully set forth by Resolution adopted by the Common Council of the City of White Plains on February 10, 1984; and

WHEREAS, the parties have met and negotiated terms and conditions of employment in good faith;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby bind themselves and agree as follows:

ARTICLE I. RECOGNITION

The City recognizes the Association as the sole and exclusive bargaining agent for all Deputy Chiefs of the City of White Plains Fire Department, for the purposes of negotiating terms and conditions of employment and for the settlement of grievances. The Association shall be entitled to unchallenged representation for the maximum period prescribed under Article XIV of the Civil Service Law.

ARTICLE II. MANAGEMENT RIGHTS

The City retains the exclusive right to plan, determine, direct and control or change the nature and extent of the operations of the Fire Department and to make decisions which are properly a part of management or a prerogative of the

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Commissioner of Public Safety, including but not limited to the promotion of a member of the Fire Department from one classification to another, the assignment of Deputy Chiefs and other employees of the Department from one command to another, and direct the manner of the performance of such duties, right to amend the rules, regulations and orders of the Fire Department, except that said rules, regulations and orders shall not conflict with the terms and conditions of this Agreement and provided that such plan, determination, direction and control of a change or amendment shall not be made in a discriminatory manner and shall not violate any provisions of this Agreement. Any prerogatives, rights or powers not specifically relinquished by this Agreement are retained by the City.

ARTICLE III. NO STRIKE

It is understood and agreed that for the duration of this Agreement the Association shall not engage in a strike or cause, instigate, encourage or condone a strike against the City of White Plains; and that the City will not cause, instigate or encourage a lockout of the Deputy Chiefs employed by the City of White Plains.

ARTICLE IV. TERM OF AGREEMENT

This Agreement shall be effective July 1, 2010 up to and including June 30, 2015.

ARTICLE V. DUES DEDUCTIONS

The City agrees to deduct from the paycheck of each employee who has signed an authorized payroll dues deduction card the amount certified by an officer of the Association as Association dues. Deductions will be made from the payroll bi-weekly and the total dues collected will be delivered to the Treasurer of the Association within seven (7) days of said withholding. The City will continue the present practice of deducting life insurance premium payments and the remittance of these payments to the Association.

In the event the Association requests additional deductions which are authorized by the employees, the City shall grant same if practicable.

The City shall provide a statement to the Association containing the number of employees for whom deductions have been paid, the amount deducted for each category, and the total deductions for each category.

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The Association shall be notified in the event an employee revokes his/her authorization.

Furthermore, the City agrees to make similar payroll deductions for all retired members covered by the City fire pension system upon presentation of proper payroll deduction cards.

ARTICLE VI. SENIORITY

Seniority for Deputy Chiefs shall be determined from date of permanent promotion in rank.

In the event that two or more employees report to duty in the same classification at the same time, their seniority shall be determined on the basis of the order that their names appear on the eligibility list from which their appointment to Deputy Chief is made with the employee standing higher on such eligibility list having the higher seniority.

In filling transfers and vacancies, the City agrees to recognize the importance of seniority. Any member may request transfer by notification of such request to the Chief of the Department. The final decision on the filling of vacancies and transfers, except as otherwise provided in this Agreement, shall be decided by the Chief of the Fire Department resulting from evaluation of all relevant factors.

The Chief shall publish a seniority list when the vacation selections schedule is posted in the Deputy Chiefs' office and a copy of this seniority list shall be posted in each fire station or building housing fire department employees, and a copy shall be sent to the Association.

ARTICLE VII. PROBATION

There shall be no probationary period upon promotion to the rank of Deputy Chief.

ARTICLE VIII. IDENTIFICATION CARDS

Identification cards shall continue to be furnished by the City to each member of the Unit and shall remain in effect until such time as the City rescinds the card or the member is promoted.

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ARTICLE IX. TOURS OF DUTY

Deputy Chiefs who regularly perform fire fighting shall work the following tours of duty in accordance with the attached schedules:

Each day of a day tour shall be from 8:00 a.m. to 6:00 p.m. for a total of ten (10) hours. Each night of a night tour shall be from 6:00 p.m. to 8:00 a.m., for a total of fourteen (14) hours.

Deputy Chiefs who regularly perform "day work" duty (e.g. Deputy Chief in Charge of Fire Prevention and Training, Deputy Chief of Special Operations (except when covering in fire suppression), Deputy Chief (covering Deputy), except when covering in fire suppression, and Plan Review Officer shall work the following schedule:

A tour consisting of four (4) ten hour days weekly between Monday and Friday. Each day of the tour shall commence at 8:00 a.m. and end at 18:00 hours.

Regular Days Off (RDOs) will be on a rotating basis. Each weekday shall be assigned a sequential letter (A-B-C-D-E) with the first Monday in January designated as "A." The days in January preceding the first Monday shall be based upon the continuing rotation of the previous years' RDO calendar. To ensure the rotation of the schedule, commencing after the first Monday in January all Fridays and Mondays will have the same RDO letter, as per the attached schedule.

Deputy Chiefs regularly assigned to the schedule in November shall pick a RDO letter for the following year based on seniority and assigned Bureau. Deputy Chiefs may pick any RDO letter for the following year, provided that no two officers (including lieutenants), assigned to the same Bureau may pick the same RDO day. Any Deputy Chief assigned to the schedule after November will be assigned a RDO letter by the Chief.

Vacation days shall consist of eighteen (18) ten hour days. A maximum of two officers, including lieutenants may be eligible to be off duty on vacation provided that no officer, assigned to the same Bureau, is on a RDO for that day, in which case only one officer may be eligible to be off duty on vacation for that day. Request for vacation days must be in writing and submitted one week in advance of the day requested. The Fire Chief may permit additional members vacation time off.

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Effective January 1, 2009, Deputy Chiefs who regularly perform fire fighting duties shall work a 24 hour tour of duty in accordance with the attached schedules. Each 24 hour tour shall begin at 8:00 a.m. and end at 8:00 a.m. the following day. The four (4) platoon system shall stay in effect. The practice of early relief shall be continued in connection with 24 hour tours. Members may work up to 28 consecutive hours pursuant to the early relief practice and may work other segments of additional hours as approved by the Chief of the Department.

The regimen of "In Quarters Training" will continue, with sufficient hours of training to meet State and Federal training requirements. The PFFA agrees to cooperate with the Department to ensure that all members meet annual State and Federal training requirements.

The PFFA recognizes that during the transition from the 10/14 hour work chart to the 24 hour work chart that some of its members will work less than the normally scheduled amount of hours per week and some of its members will work more than the normally scheduled amount of hours per week. In consideration thereof, the PFFA waives any right to overtime compensation attributable to any members who works more than the normally scheduled amount of hours per week during the transition week, scheduled for the last week of December 2008. The PFFA warrants that it will not file or support any grievance, improper practice charge or legal action by any member seeking overtime compensation for work performed during the transition week.

During Calendar year 2009, the Commissioner or the PFFA President may upon sixty days written notice terminate the 24 Hour Work Chart and return to the 10 hour/14 hour work chart previously in effect between the parties. Effective January 1, 2010 the 24 Hour Work Chart is permanently incorporated into the collective bargaining agreement and can only be modified or rescinded by mutual agreement between the parties. In the event that the 10/hour/14 hour work chart is reinstated by the Mayor or the PFFA President as provided herein, then in that event, all of the provisions in this Collective Bargaining Agreement pertaining to the 10 hour/14 hour work chart shall be reinstated and all previously existing terms and conditions of employment altered or terminated by this Stipulation or the implementation of the 24 hour work chart shall also be reinstated.

Travel Training Courses For Courses Monday Through Friday.

Effective January 1, 2009 with the implementation of the 24 Hour Work Chart, Deputy Chiefs may voluntarily participate in authorized Travel Training Courses. Travel Training is defined as attending training classes outside the

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jurisdiction which have an instructional duration of Monday through Friday and which require overnight stays. Deputy Chief members attending travel training courses shall be released from duty for two 24 hour tours (48 hours release time) within an eight (8) day cycle of Sunday through and including the following Sunday. For overtime and adjustment of time computational purposes the 48 hours of member release time shall constitute a bank of time in favor of the Department against which travel training hours will be offset on the basis of 8 hours for each day of the training attended by the member. Any hours worked by a member in excess of the "48 hour release time credit" shall be paid at the contract rate of time and one-half. The Commissioner shall pay all course fees, program fees, materials fees, conference room rates, air and railroad transportation fees, as well as tolls and the federal mileage rate if a personal car is used for transportation.

Local Training.

One Day Courses

Effective January 1, 2009 with the implementation of the 24 Hour Work Chart, Deputy Chief members who participate in authorized one day training courses while on duty shall be released from duty for the duration of the training course including travel time to and from the training site.

Two Day Courses

Effective January 1, 2009 with the implementation of the 24 Hour Work Chart, Deputy Chief members who voluntarily participate in authorized two day training courses shall be released from duty for the entirety of any 24 hour tour, (24 hours release time), occurring on any part of a scheduled training day, including travel time to and from the training site. For overtime and adjustment of time computational purposes the 24 hours of member release time shall constitute a bank of time in favor of the Department against which training hours will be offset on the basis of 8 hours for each day of the training attended by the member exclusive of travel time. However, in no event shall any release time credit due the Department be carried over beyond the duration of the course or training period, (e.g. member gets released from one 24 hour tour to attend a two day course. Member gets no overtime compensation because Department gets 24 hours "release time credit" but member does not owe Department for the unused "8 release time" hours). The Commissioner shall pay all course fees, program fees, materials fees, conference room rates, air and railroad transportation fees, as well as tolls and the federal mileage rate if a personal car is used for transportation

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Enrichment Training

Nothing herein is intended to restrict or limit the Department's enrichment training program, whereby the Department seeks grant money or otherwise seeks to provide funding for course and material fees for selected enrichment training courses. Enrichment training courses are offered to members on a completely voluntary basis and are knowingly attended by members on their off duty time without the benefit of overtime compensation from the Department.

ARTICLE X. EXCHANGES OF DUTY

Unlimited exchanges of duty may be granted by the Chief to all Deputy Chiefs within the department. Except in the case of an emergency, all exchanges of duty must be submitted at least twenty-four (24) hours in advance. When exchanges of duty are granted, they must be repaid within twelve (12) months from the date of exchange. Where extended exchanges of duty (three or more days or nights) are requested, the Deputy Chief involved must provide a supernumerary. Exchanges shall be subject to the approval of the Chief which approval shall not be unreasonably withheld. When an exchange of duty is approved and the covering member fails to report at the time(s) indicated on the request form, the covering member shall repay the time on a mutually agreed upon date within thirty (30) days.

Effective January 1, 2009, any Deputy Chief may obtain an exchange of duty with another Deputy Chief for an entire 24 hour tour or for any 10 hour day segment of time between 08:00 hours and 1800 hours, or for any 14 hour night segment of time between 1800 hours and 08:00 hours, provided that the Chief is notified at least twenty-four hours prior to the start of the time segment requested.

ARTICLE XI. HOURS

Members of the bargaining unit shall work the equivalent of a forty (40) hour workweek in accordance with Schedule "A" attached.

The City shall provide each unit member with two (2) copies of the work schedule.

Effective January 1, 2009 with the implementation of the 24 Hour Work Chart, a Deputy Chief's compensatory leave time shall be reduced from 116 hours due under the preexisting 10/14 hour work chart to a compensatory leave time of ninety-six (96) hours, consisting of four (4) 24 hour tours off.

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ARTICLE XII. FOOD PROVISIONS

It is agreed between the parties that as in the past whenever held over on duty for a period longer than two (2) hours or recalled for an extended period of time or whenever at an alarm through a period that can reasonably be considered their meal period, members of the bargaining unit shall receive food provisions from the City under the direction and discretion of the Chief of the Department or the Deputy Chief on duty when the Chief is not available.

In addition when members are at an alarm for an extended period of time and in the judgment of the officer in charge adverse weather conditions warrant, the City shall make reasonable effort to provide appropriate hot or cold liquids.

ARTICLE XIII. SAFETY

Facilities and equipment shall be maintained by the City in a satisfactory condition to insure the safety and well-being of the employee.

ARTICLE XIV. FIRE SAFETY COMMITTEE

There shall be one Fire Safety Committee, as provided in Article XIV of the collective negotiations agreement covering the fire fighter negotiating unit. Deputy Chiefs may serve as members of that committee.

ARTICLE XV. RIOTS AND MUTUAL AID

The City agrees that in the event of a riot, conflagration, or extended recall, members of the Association shall be provided with adequate relief, meals, and police protection.

In the event of a mutual aid call to a municipality or fire district in which the municipality's or fire district's fire department is on strike or job action, the Chief or his/her Deputy shall be on the scene and shall take whatever action he feels is in the best interest of the members under his/her command.

ARTICLE XVI. VOLUNTEERS

Notification of volunteers due to emergencies shall be done at the discretion of the Chief of the Department.

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ARTICLE XVII. MAJOR MAINTENANCE WORK

No Deputy Chief shall be ordered or required to perform work outside of his/her job description except in an emergency situation as determined by the Mayor, Commissioner of Public Safety, the Chief of the Fire Department or his/her representative.

Specifically major maintenance shall include but not be limited to the following categories: interior and/or exterior painting; carpentry; electrical; plumbing; heating; roofing; masonry.

The primary job responsibilities as a Deputy Chief shall take precedence over any major maintenance work requirements of the Department. Specialists performing major maintenance work shall receive Four Hundred (\$400.00) Dollars annually in addition to regular wages. Major maintenance specialists shall work a full 10-hour day tour and a full 14-hour night tour, whether or not performing major maintenance.

ARTICLE XVIII. SUMMER DRESS CODE

Deputy Chiefs shall not be required to wear ties in the summer months (June 1 - September 30).

ARTICLE XIX. ASSOCIATION RIGHTS

(a) The Association shall retain the right to maintain a Union office at Fire Station No. 7, Ridgeway and North Street, under the present conditions. In the event, however, that this space is necessary for other valid purposes, the City agrees to reopen negotiations and provide a suitable alternative to the Association.

(b) The Association shall continue to be granted the use of the room now known as the Professional Fire Fighters Association meeting room located in the basement of Fire Headquarters, under the circumstances of current and past practice.

(c) Only the Association, with the prior approval of the President and/or Executive Board, shall have the right to post notices and communications on the Association bulletin boards maintained in the Fire Houses and Headquarters and Fire Prevention. The Association President or his/her designated representative shall have the right, after an appointment has been arranged and confirmed, to visit the Chief and/or the Commissioner of Public Safety or his/her

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designated representative for the purpose of adjusting grievances and administering the terms and conditions of this contract.

(d) The City agrees to allow the reasonable use of the "Speaker System" to announce deaths in member's families, Association Meetings and Association activities.

(e) The President and/or his/her designated representatives shall have the right to visit any firehouse or any City building where members of the bargaining unit are assigned, when on official union business provided, however, that there is no disruption of the normal functions in the firehouse or building, and the Union official shall announce his/her presence to the individual in command and carry out his/her functions in a reasonable manner.

(f) The Association shall have the right to attend and the Association shall have the right to represent any member of the Association, upon request of said member, at a Section 75 hearing, PERB proceeding, including pre-hearing conferences, formal administrative proceeding involving Section 207-a of the General Municipal Law, and/or contract grievance proceeding, including arbitration. In the event, however, that the individual member is represented by someone other than the Association or unrepresented, and the issue involved in the hearing affects all members of the Association or involves the interpretation or application of this Agreement, the Association shall have the right to attend the hearing and to present its position on the issue orally as well as in writing. Nothing herein shall be construed to limit the Association's right, if any, to attend and participate in any Court proceeding.

(g) Proposed ordinances or local laws concerning the benefits or working standards of any member of the bargaining unit shall be forwarded to the Association President prior to consideration by the Common Council and any future changes or additions to these ordinances shall be sent to the President of the Association for his/her study in proper time for consideration. This shall be accomplished by sending to the President of the Association at his/her home address a copy of the Common Council calendar at the time of its distribution.

ARTICLE XX. NOTICE TO THE ASSOCIATION

(a) The City shall provide the Secretary-Treasurer of the Association with a list of newly appointed Deputy Chiefs upon appointment.

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(b) When any Deputy Chief changes his/her home address and home telephone number or when a new Deputy Chief is appointed to the Department, notification of such address and phone number shall be forwarded by the City to the Secretary-Treasurer of the Association as soon as possible.

(c) Whenever a Deputy Chief is promoted, transferred or assigned to another firehouse, building or group, the City shall notify the Secretary-Treasurer of the Association of such change or changes as soon as possible.

(d) Whenever a Deputy Chief resigns, retires or leaves the Department for any reason, the City shall notify the Secretary-Treasurer of the Association of such change in status as soon as possible.

(e) The City shall provide two (2) copies to the Association of all accident reports filed with the Fire Department by Association Deputy Chiefs members as soon as possible.

(f) The Dispatchers shall notify the Secretary-Treasurer of the Association upon the hospitalization of any Deputy Chief of the Association and shall notify the Secretary-Treasurer upon the death of any active or retired member of the Association as soon as possible after such information becomes available to the City.

ARTICLE XXI. COMMENCEMENT OF NEGOTIATIONS

Negotiations for a new collective bargaining agreement shall commence not earlier than December 10, but no later than January 5, unless the designated period is mutually waived by the parties in writing.

ARTICLE XXII. AGREEMENT REDUCED TO WRITING

The City shall reduce to writing a negotiated Agreement within thirty (30) calendar days following its ratification by both parties.

ARTICLE XXIII. CONTRACT REPRODUCTION

This Agreement shall be reproduced on 8-1/2 X 11 paper to fit into standard three-hole looseleaf binders. A sufficient number of copies shall be distributed by the City to the Association for distribution to the membership. The costs of the printing and distribution shall be shared equally by the Association and the City.

ARTICLE XXIV. FREE SPEECH

The right to make public statements concerning matters which affect the welfare or well-being of the employee or of the Association shall not be infringed.

ARTICLE XXV. LABOR MANAGEMENT MEETINGS

Deputy Chiefs may be designated to participate in labor management meetings as provided in Article XXX of the collective negotiations agreement covering the fire fighter negotiating unit.

ARTICLE XXVI. GRIEVANCE PROCEDURE

Section 1. Statement of Purpose: It is the purpose of this Article to cultivate and maintain a harmonious and cooperative relationship between the government of the City of White Plains and its uniformed employees of the Department of Public Safety; to provide orderly procedures for the submission, review and settlement of employee grievances in an atmosphere free from intimidation, coercion, interference or reprisal. The spirit and provisions of this Article shall receive liberal construction to better effectuate its intended purpose, viz., to secure at the lowest possible level and at the earliest possible date equitable solutions to alleged grievances.

Section 2. Definitions: Unless otherwise expressly stated, the following terms shall, for the purpose of this Article, have the following meanings:

- (a) "Association" shall mean the PFFA, Deputy Chiefs Unit.
- (b) The "date of the alleged grievance" is that date upon which the event or conditions constituting the grievance occurred, or that date upon which the grievant knew or reasonably should have known of the event or conditions, whichever is later.
- (c) "Employee" shall mean any person covered by the recognition clause of this Agreement.
- (d) "Grievance" shall mean any claimed violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

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Section 3. Basic Standards and Principles:

(a) All employees covered by this procedure shall have the right to present their grievances, in accordance with the provisions of this Article, free from interference, coercion, restraint, discrimination or reprisal.

(b) Every employee covered by this procedure shall have the right at all stages to proceed personally, or together with the Association's representative, or any other representative of his/her choice.

(c) The Association's President may file a grievance on behalf of a substantial proportion of unit members where all are similarly affected. The President may not file a grievance on behalf of an individual or a small group.

Section 4. Procedures:

(a) Both parties agree that grievance proceedings shall be kept as informal and confidential as possible at all levels of this procedure.

(b) All grievances shall include the name and position of the aggrieved party, the identity of the provision of the Agreement involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions if known to the aggrieved party, and a general statement of the nature of the grievance and redress sought by the aggrieved party.

Section 5. Time Limitations:

(a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

(b) Failure at any level of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association, within the specified time limit shall permit the lodging of any appeal at the next level of the procedure within the time which would have been allotted had the decision been communicated by the final day.

(c) If a decision at one level is not appealed to the next level of the procedure within the time limit specified, the grievance will be deemed to be

discontinued and further appeal under this Agreement shall be barred. Regardless of any other Section of this Article, no grievance will be entertained as described herein and such grievance will be deemed waived unless the grievance is commenced at the first available level within forty-five (45) calendar days after the member knew or should have known of the act or condition on which the grievance is based.

Section 6. Grievance Procedure:

The grievance procedure shall consist of the following:

1. First Stage:

(a) The first procedural stage shall consist of a written request by the aggrieved employee for a review and determination of his/her grievance by the Chief. Thereupon, the Chief shall, at the request of the employee, hold an informal hearing at which the City's representative and the aggrieved employee, and, in accordance with the provisions of the grievance procedure, his/her representative, may appear and present oral and written statements or arguments. The final determination of the first stage of such grievance proceeding shall be made in writing by the Chief within fourteen (14) calendar days from the date of submission, and a copy thereof shall be promptly furnished to the aggrieved employee, the Association, the Corporation Counsel and the City's representatives. The Commissioner of Public Safety shall designate someone to act on the Chief's behalf in the event of a vacancy in that office.

(b) The Corporation Counsel shall be advised by the Chief of the details of all grievances that have reached the first procedural step.

2. Second Stage:

(a) If the aggrieved employee is not satisfied with the decision of Stage 1, and the Association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Corporation Counsel within fifteen (15) days of the decision at Stage 1.

(b) Upon receipt of the notice, the City and the Association shall meet promptly to choose an arbitrator. The arbitrator shall be selected in accordance with the Voluntary Labor Arbitration Tribunal Rules of the American Arbitration Association upon application of either party and the arbitration shall proceed with the arbitrator selected. The arbitrator shall hear the matter and issue

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his or her report no later than thirty (30) days from the date of the close of the hearing or last day for submission of proofs and briefs.

(c) The written report of the arbitrator shall contain a statement of the arbitrator's finding of fact, conclusions and award. The arbitrator shall send a copy of his or her written report to each employee involved, the Association, the Chief of the bureau involved, the Corporation Counsel and the Mayor.

(d) The issuance of the report by the arbitrator shall be final and binding unless the Council shall determine that such might seriously and adversely affect the public.

(e) The costs of the arbitrator shall be shared equally by the parties except in the event that the City does not accept the award of the arbitrator, the City shall bear the full cost of the arbitrator.

ARTICLE XXVII. LEAVES OF ABSENCE

(a) PERSONAL LEAVE

Every member of the bargaining unit is to receive four (4) personal leave days per year with the understanding that no reason need be given and that no more than one (1) Deputy Chief may be off per tour, and that forty-eight (48) hours advance notice be given of the date requested except in an emergency. There shall be no accumulation of the personal leave days.

Effective January 1, 2009 with the implementation of the 24 Hour Work Chart, personal leave may be taken in any combination of 24 hour tour segments, 10 hour day segments between 08:00 hours and 1800 hours and 14 hour night segments between 1800 hours and 08:00 hours, provided that a 24 hour tour counts as the utilization of 2 out of the 4 personal leave days.

In addition to the above day, the Department may, at the discretion of the Chief, grant personal days to employees upon request for justifiable reasons. All time so granted shall be made up within twelve (12) months from the day of absence. Except in emergencies, a request shall be in writing and shall be submitted not less than forty-eight (48) hours prior to the requested day of absence.

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(b) EDUCATION LEAVE

Education leaves of absence up to a duration of one (1) year may be granted if properly approved by the Department Head provided that the education to be pursued is in a field consistent with the work assignment of the employee.

(c) SICK LEAVE

(1.) It is agreed and understood that fire department "sick leave" be continued in the unlimited classification, with the final determination being prescribed by the Rules and Regulations of the Bureau of Fire and pursuant to Section 220 of the City Charter. The Commissioner of Public Safety is given the power to make rules and regulations in regard to the government, administration, disposition and discipline of the Fire Department, subject to approval of the Common Council of the City of White Plains.

(2.) Sick leave claims which arise due to confinement or injury arising under circumstances covered under the New York State No Fault Insurance Law shall be treated in accordance with the attached letter of understanding.

(d) BEREAVEMENT LEAVE

A bereavement leave of absence for four (4) days shall be granted by the Chief to bereaved members who will attend the funeral or rites of a deceased spouse, child, parent, sister, brother, mother-in-law, father-in-law, step parents or stepchildren.

For computation purposes, death leave will take effect at 8:00 a.m. on the day immediately following receipt by the member of notice of a death. The member shall be relieved from duty from the moment of notification up to 8:00 a.m. on the following day without charge of said leave. The Chief may, in his/her discretion, grant additional days off to members of the Association in unusual circumstances where it is necessary to travel a substantial distance to attend a funeral or rites or for any other good reason. Any additional time granted hereunder must be repaid by the employee.

A bereavement leave of absence of one (1) day shall be granted by the Chief of the department to bereaved members to attend the funeral of an ex-spouse, grandparent or grandchild.

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Effective January 1, 2009 with the implementation of the 24 Hour Work Chart, all members shall receive one 24 hour tour of bereavement leave for any familial relationship referenced in this subdivision.

(e) EMERGENCY LEAVE

When notified by a Deputy Chief of the serious illness of a wife, child, parent, brother or sister of any member, or that a member needs to attend the birth of the member's child or to attend to any other medical emergency, the Chief may grant an emergency leave of absence for a reasonable period, but in no case to exceed twenty-four (24) hours. If a longer period of time is necessary, the Deputy Chief shall apply to the Chief for permission to extend such leave.

After granting such leave, the Chief shall make an investigation to determine the validity of the request. If the validity of the request appears doubtful, if possible, he shall procure a written statement from the attending physician.

Emergency leave shall be repaid to the Department on a mutually agreed upon date within thirty (30) days.

(f) SPECIAL LEAVE

Special leaves of absence, without pay, shall be applied for in writing to the Chief at least twenty-four (24) hours in advance of the morning roll call of the date such leaves are desired. Application shall contain full particulars concerning the purposes for which the leaves are requested. No such leave, however, shall be approved if a shortage exists which cannot be filled by a surplus officer or member.

Special leaves of absence, with pay, shall be applied for in writing to the Chief well in advance of the dates on which the leaves are desired so that proper investigation of the reason for such leaves can be made. All data and communications, showing the necessity of such leaves, shall be forwarded with the application.

(g) GENERAL MUNICIPAL LAW § 207-A

I. PURPOSE

This procedure is intended to regulate the application for, and the award

and/or termination of, benefits pursuant to the General Municipal Law Section 207-a ("GML 207-a"). It will operate as a waiver of any other procedural rights the City or the Association and/or its employees may have pursuant to GML 207-a regarding the application for, and the award and/or termination of, benefits pursuant to GML Section 207-a, including the right to utilize any other forum to seek redress regarding the subject matter set forth herein. Nothing contained herein should be construed as limiting the power of a party to challenge the final decision of the Commissioner of Public Safety, as provided herein, pursuant to C.P.L.R. Article 78. Any future changes enacted by the State in the provisions of GML 207-a which conflict with an explicit provision of this procedure will supersede the preexisting provision of this procedure.

II. APPLICATION FOR BENEFITS

1. Employees will, within 96 hours of the occurrence, or within 96 hours of when the employees should reasonably have known of the occurrence, report to the Chief or senior ranking officer on duty any injury or sickness ("injury") to themselves, no matter how slight. The notification ("application") will be made on the existing Employee Injury Report form.
2. An application will be deemed "untimely" unless it is filed on a timely basis in accordance with this procedure. Except as set forth in the next sentence, an employee's failure to comply with these reporting obligations will result in the denial of an application for benefits under this procedure. In the event these requirements cannot be met due to (i) the employee's physical or mental incapacity; (ii) an unforeseeable emergency; or (iii) any other situation which the Chief, in his/her sole discretion, finds acceptable, these requirements will be met within 96 hours of the employee's ability to do so, or such other time as is set by the Chief in his/her sole discretion. In these circumstances, the Association or a member of the employee's immediate family may file the application on the employee's behalf, provided same is accomplished on a timely basis.
3. In addition, an injury report will be completed by the Chief or highest ranking officer on duty and filed in the Chief's Office by the end of the next regular business day following the occurrence.

III. INITIAL APPLICATION FOR GML 207-a BENEFITS

1. The Chief or designee ("the Chief") will have exclusive authority to initially determine the employee's eligibility for benefits pursuant to GML 207-a. The Chief will have the authority to conduct a full investigation of the facts

concerning the application.

2. After filing the application, the employee will submit to one or more medical examinations or inspections ("examinations") as provided by law. The employee will cooperate fully with the designated physician. This will include, but not be limited to, promptly forwarding to the Chief all reports, data, records and other information related to the employee's injury. Failure to cooperate may result in information being excluded as specified in paragraph 5 of this Section.

3. The employee will, along with the application for GML 207-a benefits, complete, sign and submit to the City any medical release forms requested by the City, utilizing the existing "Employee Medical Waiver" form.

4. The employee will fully cooperate with the City's designated physician. This will include, but not be limited to, forwarding to the City's designated physician all reports, data, records and other information related to the employee's injury.

5. Any reports submitted by either the City's designated or the employee's doctor/other health care provider ("health care provider(s)") will include the following information: (a) the exact date(s) on which the health care provider examined the employee regarding the injury; (b) an explanation of what the examination consisted; (c) diagnosis; (d) causation, and the basis for that belief; (e) treatment modalities; (f) the duties, if any, the employee cannot perform, and for how long; and (g) whether any or all of the duties the employee cannot perform could be performed with an accommodation(s) and, if so, what the accommodation(s) is (are). The failure to provide information specified in this paragraph and which is relevant to the report may result in the health care provider's report being disregarded by the City or the hearing officer.

6. While a written decision (see Section III(7)) is pending on an application, time off allegedly attributable to the injury giving rise to the claim for GML 207-a benefits will be charged to sick leave or GML 207-a leave based on the Chief's preliminary determination at the time the injury report is submitted. The City will forward a written copy of its preliminary determination to the employee.

7. The Chief will render a written decision on the application for benefits within 30 calendar days after receipt of all necessary information specified above, or 90 calendar days from the date on which the application was submitted, whichever is earlier. A copy of the decision, including an explanation for the

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decision if it is in the negative, and the City's designated physician's report(s), including any diagnostic reports referenced in that report, upon which the decision is based, where relevant, will be mailed to the employee, by regular mail and certified mail, return receipt requested, at the address specified in the application.

8. If a decision is made at any time that the employee is eligible for GML 207-a benefits, then the employee will be so categorized. Any leave previously charged to the employee due to the injury will then be charged to GML 207-a leave and the employee will be reccredited with any leave that was previously used in lieu of GML 207-a leave. The employee's GML 207-a benefits will continue for as long as the employee remains eligible.

9. In the event the employee is not satisfied with the Chief's decision and wishes to appeal it, the employee will file with the Corporation Counsel's Office, within 30 calendar days of receipt of the decision, or 35 calendar days of the date of the decision, whichever is later, a written demand for a hearing on the GML 207-a claim. The demand will state in reasonable detail the basis (bases) for the request to have the decision reviewed. The parties to the hearing will be the City and the employee. If the employee so requests, an Association representative may attend the hearing as an observer. The Corporation Counsel will designate the hearing officer from the following list of seven individuals: Jacqueline Drucker, Deborah Gaines, Eugene Ginsberg, Robert Grey, Mark Grossman, Jay Siegel and Rosemary Townley. At any time, the City and Association may agree in writing to add individuals to this list and/or replace existing individuals. During the term of the agreement, the Association will have the right to strike one individual from the hearing officer list by providing written notice to the Corporation Counsel. Unless the City and the Association otherwise agree in writing, the Corporation Counsel will not designate the individual struck from the list to serve as the hearing officer for any written demand for a hearing on a GML 207-a claim that is received after its receipt of the Association's written notice. All costs billed by the hearing officer will be borne by the City. All other costs will be paid by the party incurring them; *e.g.*, witnesses, exhibits, transcripts; *etc.*

10. The hearing officer will have the authority to decide whether the Chief's decision was arbitrary or capricious with regard to the claim of entitlement to GML 207-a benefits. He/she will have authority to consider and decide all allegations and defenses made with regard to the GML 207-a claim. In the event of a dispute between the parties as to the nature of the proceeding, the hearing officer will first decide whether the proceeding presents an issue of an applicant's initial entitlement to GML 207-a benefits (see Section III ("INITIAL APPLICATIONS FOR GML 207-a BENEFITS")) or whether the proceeding

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presents a different issue that should be decided as outlined below (see Sections IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") and V ("TERMINATION OF BENEFITS/RETURN TO DUTY"). The burdens of production, and proof by a preponderance of the evidence, will be upon the employee, except for hearings involving Section V, where the burdens of production and proof will be upon the City.

11. The hearing officer will have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this procedure, the collective bargaining agreement and the rules. The hearing officer will have no authority to make a decision on any issue not submitted or raised by the parties.

12. The decision of the hearing officer will be a recommendation to the Commissioner of Public Safety who will then make a final decision.

IV. ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY

1. In the event that the employee or the City alleges that an injury is a recurrence or aggravation of a prior injury, the procedures set forth in Section III ("INITIAL APPLICATION FOR GML 207-a BENEFITS") will be implemented.

2. The employee will submit to the Corporation Counsel's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. If a relationship is found between the alleged recurrence or aggravation and a prior injury, and the prior injury was designated by the City as a GML 207-a injury, then the application for GML 207-a benefits will be granted, provided the Chief or the Commissioner, following the hearing before the hearing officer, otherwise finds the employee entitled to GML 207-a benefits as set forth in Section III(10, 11) ("INITIAL APPLICATION FOR GML 207-a BENEFITS"). If no relationship is found, then the claim will be treated as an initial injury and the matter will be processed pursuant to Section III(1-12)) ("INITIAL APPLICATION FOR GML 207-a BENEFITS"). The employee will submit to the Corporation Counsel's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. Likewise, the City will submit to the employee any previously unsubmitted health care provider(s) report(s) upon which the City intends to rely at the hearing immediately upon receiving same from the health care provider.

V. TERMINATION OF BENEFITS/RETURN TO DUTY

1. Upon receipt of a certification from the City's designated physician, as set forth in Section III(5) ("INITIAL APPLICATION FOR GML 207-a BENEFITS"), that an employee is able to perform all of the duties of his/her position, the Chief may notify the employee of same and/or the proposed termination of his/her GML 207-a benefit. The Chief will notify the employee by serving a written notice of proposed termination, setting forth the effective date thereof, which will be not less than two City working days from the date of the notice, and enclosing a copy of the physician's certification, upon the employee by regular mail and certified mail, return receipt requested.

2. If the employee disagrees with the Chief's decision, he/she will commence an appeal pursuant to the procedures outlined in Section III(9) ("INITIAL APPLICATION FOR GML 207-a BENEFITS"). The employee will submit to the Corporation Counsel's Office any previously unsubmitted health care provider(s) report(s) upon which the employee intends to rely at the hearing immediately upon receiving same from the health care provider. Likewise, the City will submit to the employee any previously unsubmitted health care provider(s) report(s) upon which the City intends to rely at the hearing immediately upon receiving same from the health care provider. If the employee submits, together with the appeal, a medical opinion contradicting the medical conclusion(s) of the City's designated physician, the employee's GML 207-a benefits will be continued. Otherwise, the employee will be immediately placed on sick leave status. If more than 60 calendar days elapse from the effective date of the City's notification to the employee and the final resolution of the dispute, any time in excess of the 60 day period will be charged against the employee's accrued leave time, excluding sick leave; except that, if the employee in good faith indicates that he/she is ready, willing and able to go forward on a day or days agreed upon by the hearing officer and counsel for the employee and City and, in fact, goes forward and presents his/her case within that 60 day period, or a scheduled hearing is adjourned at the request of the City or the hearing officer, then the 60 day period will be extended to 90 days. In the event that the employee's GML 207-a status is confirmed when the matter is finally resolved, any leave time used as a result of the operation of this provision will be reccredited to the employee.

VI. OTHER PROVISIONS

1. In the event that any portion of this procedure is invalidated by a decision of a tribunal of competent jurisdiction, then that portion will be of no

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force and effect, but the remainder of this procedure will continue in full force and effect. In this event, either the Association or the City will have the right immediately to reopen negotiations with respect to a substitute for the invalidated portion.

2. Evidence pertaining to an employee's application for benefits pursuant to the Workers' Compensation Law, including whether or not the application was controverted, granted or denied, will not be given any preclusive effect in any stage of this procedure, but will be admissible as evidence to be given the weight deemed appropriate by the hearing officer.

3. This procedure will take effect upon April 22, 2013 and will apply to any claim of entitlement to or use of GML 207-a benefits made after that date. In the event a proposed "new" utilization of GML 207-a benefits after this date is based upon an injury that allegedly occurred prior to that date, the employee will comply with the terms of Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY") of this procedure within 30 calendar days after the date of the "new" injury. After the filing of the application form, the claim for utilization of GML 207-a based on an injury that allegedly occurred prior to April 22, 2013 will be decided in accordance with Section IV ("ALLEGED RECURRENCE OR AGGRAVATION OF PRIOR INJURY").

4. This procedure will also apply to any proposed change in an employee's utilization of GML 207-a benefits enjoyed as of the date of the adoption of this procedure. Any employee seeking to change his/her sick leave or GML 207-a leave status enjoyed as of the date of the adoption of this procedure must do so pursuant to the procedures outlined in Section II(1) ("APPLICATION FOR BENEFITS") within 30 calendar days of the adoption of this procedure.

5. Upon receipt of a written request from an employee, the City will provide him/her with a corrected W-2 (W-2c).

6. Effective April 22, 2013, an employee who is receiving Section 207-a benefits will continue to receive all contractual benefits for a total period of nine cumulative months per injury. After the expiration of nine months, the employee will continue to receive his/her base salary, longevity and health insurance or health insurance declination bonus. Benefits for employees who return to work will be prorated to exclude the period of absence.

ARTICLE XXVIII. OVERTIME & RECALL

All members of the bargaining unit shall receive time and one-half for all overtime ordered or scheduled by the Commissioner or his/her authorized representative.

In the event an employee is recalled to duty, i.e., when he is required to report to duty for a period of time that does not run into or run after his/her regular tour, he shall receive a minimum of four (4) hours' pay at the applicable rate. Recall shall be computed from the time the employee reports for duty. Recalls shall be rotated so long as consistent with efficiency, practicality and economy.

For the purpose of computing overtime, fractions of hours in units of less than fifteen (15) minutes shall be credited as full quarter hours. Payment for overtime shall be paid on the first payday in the month following the month in which overtime was performed. The City shall continue to indicate on the check stub the hours credited.

The overtime records of the Fire Department shall be made available to the President of the Association as soon as possible.

ARTICLE XXIX. UNIFORM ALLOWANCE - MAINTENANCE

The City shall continue to supply all outer garments for permanently appointed members of the bargaining unit with a complete issue of dress blues, work clothes and fire fighting equipment, such issue to be sufficient under normal conditions of wear and fit. All clothing will continue to be replaced by the City consistent with the good grooming of the unit members as determined by the Commissioner of Public Safety. A steel inner sole for boots shall be issued to unit members as needed.

All newly purchased shirts, jackets and overcoats shall be provided with a Fire Department shoulder patch whose design shall be determined by the City. Patches shall also be provided by the City for previously issued uniforms.

All Deputy Chiefs shall receive an annual clothing maintenance allowance of Five Hundred Eleven (\$511.00) Dollars (effective July 1, 2007, \$561).

Said clothing maintenance allowance shall be paid during the first ten (10) business days in April of each year. The allowance shall be earned on a pro rata

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quarterly basis. Any employee who works any part of a quarter will be entitled to a full quarter's allowance.

ARTICLE XXX. EDUCATION

It is and will continue to be the policy of the City to assist employees in the pursuit of such formal educational programs as will mutually benefit the employee and the efficiency of the City work operations in which the employee is engaged. This policy shall be operative within the limitations of financial resources allocated in the Fire Department education account, which shall be limited to a total of \$15,000.

An employee desirous of seeking tuition assistance shall consult with the Commissioner of Public Safety or his/her designee for the purpose of receiving the Commissioner's or his/her designee's approval for the course or courses to be taken. After this approval, the employee will submit a bursar's receipt or similar substantive evidence whereupon the Commissioner of Public Safety will authorize the disbursement of a tuition refund to a member as long as the member satisfactorily completes the course with a grade "C" or better.

ARTICLE XXXI. DEFENSE OF ACTIONS

The City shall continue to provide insurance coverage concerning false arrest, malicious prosecution, etc. A copy of said coverage shall be provided to the Association.

ARTICLE XXXII. SICK PAY REIMBURSEMENT

It is understood and agreed that the City shall receive sick pay reimbursement, sick pay or loss of wages reimbursement, to the extent that the City employee has recovered in litigation whereby he/she has been paid or compensated for loss of wages or sick pay reimbursement.

ARTICLE XXXIII. HOLIDAYS

All Deputy Chiefs shall receive twelve (12) paid holidays. They shall be as follows:

- (1) Lincoln's Birthday
- (2) Washington's Birthday
- (3) New Year's Day

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- (4) Good Friday
- (5) Independence Day (July 4th)
- (6) Labor Day
- (7) Columbus Day
- (8) Martin Luther King, Jr., Day
- (9) Election Day
- (10) Thanksgiving Day
- (11) Christmas Eve
- (12) Christmas Day

To the extent that there is any dispute regarding the date on which a contractual holiday is to be celebrated, it shall be on the date on which the City observes it.

Any new holiday(s) mandated by the laws of the State of New York shall replace either or both of the holidays contained in (4) and (8) above.

Inasmuch as the working schedule remains unaffected by holidays, members of the bargaining unit shall be paid an additional day's pay for each and every holiday provided for herein, whether a member actually worked any portion of any holiday or not.

Holidays will be paid in the first week of June and in the first week of December for preceding accrued holidays. Each holiday shall be paid at the rate of 1/10th the bi-weekly rate of pay.

ARTICLE XXXIV. VETERAN'S HOLIDAYS

Any member of the bargaining unit who is a qualified veteran and who works on any part of, or who is on vacation on, Memorial and/or Veteran's Day, shall receive one (1) compensatory day or night off. Schedule for the compensatory time shall be agreed upon between the Chief and the concerned individual. Seniority shall be a factor in choosing the compensatory day off and in the event agreement cannot be reached, the final determination shall be made by the Chief.

Effective January 1, 2009 with the implementation of the 24 Hour Work Chart, any Deputy Chief veteran working between the hours of midnight and 8:00 a.m. on Memorial Day (observed) or Veteran's Day will be entitled to 10 hours day segment off between the hours of 08:00 and 18:00 for each of these days. Any Deputy Chief veteran working between 8:00 a.m. and Midnight on either of these

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two days will be entitled to a 14 hour night segment off between the hours of 18:00 and 08:00 for each of these days.

ARTICLE XXXV. WAGES

(a) The wage rates effective July 1, 2010 for all Deputy Chiefs shall be as contained in Schedule "B" annexed hereto. Differentials in rank above Fire Fighter shall be maintained.

(b) (1.) Top pay for a designated rank shall be paid to all members immediately upon promotion to said rank.

(2.) Retroactive Pay shall be paid as soon as practicable.

(c) (1.) Effective July 1, 2012, the wage rates shall be increased by 2%.

(2.) Effective July 1, 2013, the wage rates shall be increased by an additional 2%.

(3.) Effective July 1, 2014, the wage rates will be increased by an additional 2%.

(4.) A 5% stipend based on the Officer's annual base pay shall be granted to Officer in Charge of Building Plan Review, if a deputy chief is so designated by the Commissioner.

(5.) Should the Commissioner designate one (1) Deputy Chief to act as the Deputy Chief of Special Operations, under the direction of the Fire Chief, the Deputy Chief of Special Operations shall be responsible for the management of Fire Prevention, Training, EMS, Pre-Plans, SOGs, Fire Investigations Hazmat and Rescue. Any Deputy Chief so assigned shall receive a 5% differential over his/her annual base salary. The differential shall be prorated for the time served in the assignment during the calendar year. The Deputy Chief of Special Operations shall work a four day work week except when covering in fire suppression.

ARTICLE XXXVI. LONGEVITY

Employees shall receive, in addition to their regular salary, longevity payments of two (2%) percent plus \$250 (effective 7/1/06, \$350) at five (5) years'

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service on the force, three (3%) percent plus \$250 (effective 7/1/06, \$350) at ten (10) years, and four (4%) percent plus \$250 (effective 7/1/06, \$350) at fifteen (15) years, but payment therefor shall begin as of July 1st of each year. (See letter of agreement.)

ARTICLE XXXVII. PENSION

The City shall continue to pay the full cost of the twenty-year pension plan under Section 384-d of the Police and Firemen's Retirement Law. In the event of retirement of any member who has completed twenty (20) years of service, but has not as yet completed twenty-five (25) years of service, the City may, in its own discretion, increase the member's pension by adding thereto 1/60 of his/her salary for the years of service after twenty (20) years.

The City shall also provide coverage under the provisions of §360-b ordinary death benefit, and §302-d of the State Police and Firemen's Retirement System, one (1) year final average salary. This shall apply also to the twenty-five (25) year plan men.

ARTICLE XXXVIII. BENEFIT PLANS

(a) (1.) The City shall continue to contribute one hundred (100%) percent of the cost of family coverage under the "N.Y.S. Empire Health Insurance Program" as presently provided. For employees hired after April 22, 2013, the City shall contribute 85% of the premium charged by the New York State Empire Health Insurance Program toward the cost of providing individual or family coverage under any of the health insurance programs the City makes available to its employees.

(2.) Employees may opt out of the City's health insurance program in whole or in part for periods of a full year by completing the appropriate form furnished by the City. In order to be eligible for this option, the employee must certify that he or she has health insurance through another source other than the City. For plan years beginning on or after January 1, 2014, to be eligible for the health insurance declination bonus, the employee must certify that he or she has health insurance through another source other than the City or the "N.Y.S. Empire Health Insurance Program." For the period of July 1, 2013 through December 31, 2013, an employee opting out of the City's health insurance program will be entitled to one-half of the health insurance declination bonus. Effective April 22, 2013, any employee who is not then participating in the health insurance buyback program and who subsequently chooses to participate will be paid the following

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dollar amounts instead of 40% of the premium savings if the employee maintains the waiver (remains out) for a full year:

Individual - \$1,500
Individual and Spouse - \$1,650
Family - \$3,200

Employees participating in the buyback program as of April 22, 2013 will continue to receive the current rate.

An employee opting out of the City's health insurance program in whole or in part shall be paid 40% of the premium savings, provided he or she maintains his or her waiver (remains out) for a full year.

Payments shall be subject to all usual payroll deductions and shall be made on the first Friday in December which is not a payday.

Employees electing to waive coverage must do so by filing their forms no later than April 30 in any year, with the provisions of this section taking effect on July 1. For plan years beginning on or after January 1, 2014, employees electing to waive coverage must do so by filing their forms no later than October 31 in any year, with the provisions of this section taking effect on January 1. Once a waiver form has been filed with the City, the waiver shall continue to be in effect from year to year thereafter until the employee elects to reenroll; and the employee shall be entitled to the applicable payment for waiver for each full year his or her waiver is in effect.

It is understood that once an employee has waiver coverage for a particular year, he or she may not reinstate coverage for that year except in the event of an emergency causing the loss of insurance through another source and consistent with the rules and regulations of the City's flexible spending plan and applicable regulations. Emergency shall include loss of employment, or termination of insurance for, a spouse whose employer had provided the alternative insurance. Emergency shall not include the change of any such alternative insurance from a non-contributory to a contributory plan, or the voluntary declination of the spouse of insurance offered by the spouse's employer. Effective January 1, 2014, this paragraph will be deleted.

Reinstatement of coverage for the succeeding year may be made by notifying the City in writing no later than April 30 to be effective the succeeding fiscal year. This deadline shall not apply to emergency reinstatement of insurance

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as provided for in the above paragraph, but such reinstatement shall be subject to whatever requirements or deadlines are imposed by the City's carrier(s). If reinstatement occurs during a waived year due to emergency, the employee will repay, pro-rata, any amount already forwarded to him or her in return for the waiver, by payroll deduction. Effective January 1, 2014, this paragraph will be deleted.

Effective January 1, 2014, it is understood that once an employee has waived coverage for a particular year, he or she may not reinstate coverage for that year, unless he or she experiences a "qualifying event" as defined by Section 125 of the Internal Revenue Code. Reinstatement of coverage for the succeeding year may be made by notifying the City in writing no later than October 31 to be effective the succeeding calendar year. This deadline will not apply to reinstatement due to a qualifying event. Reinstatement will be subject to whatever requirements or deadlines are imposed by the City's carrier(s). If reinstatement occurs during a waived year due to a qualifying event, the employee will repay, prorata, any amount already forwarded to him or her in return for the waiver, by payroll deductions.

(3) Retiree Health Insurance.

(i) Employees hired on or after July 1, 1995 and on or before April 22, 2013, who are otherwise eligible to receive health insurance benefits in retirement from the City, shall be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute the appropriate percentage of premiums charged by the New York State Empire Health Insurance Program under any of the health insurance programs made available to its employees, pursuant to the following schedule:

<u>COMPLETED YEARS OF CITY SERVICE</u>	<u>CITY CONTRIBUTION</u>
20 OR MORE	100% (individual/family)
15-19	80% (individual/family)
10-15	50% (individual)
	35% (family)
LESS THAN 10	0%

(ii) Employees hired on or after April 22, 2013, who are otherwise eligible to receive health insurance benefits in retirement from the City, will continue to be entitled to maintain the level of health insurance benefits

(individual or family) enjoyed by the employee at the time of retirement and to have the City contribute the appropriate percentage of premiums charged by the New York State Empire Health Insurance Program under any of the health insurance programs the City makes available to its employees, pursuant to the following schedule:

<u>COMPLETED YEARS OF CITY SERVICE</u>	<u>CITY CONTRIBUTION</u>
20 OR MORE	85% (individual/family)
15-19	65% (individual/family)
10-15	50% (individual)
	35% (family)
LESS THAN 10	0%

(iii) The City will waive the 20 year service requirement in the case of an employee who is eligible for, retires, and receives benefits pursuant to, RSSL Section 363 (accidental) or RSSL Section 363-c (performance of duty).

(iv) Employees hired before July 1, 1995, who retire on or after July 1, 2010 and who are otherwise eligible to receive health insurance benefits in retirement from the City, shall continue to be entitled to maintain the level of health insurance benefits (individual or family) enjoyed by the employee at the time of retirement and to have the City contribute 85% of the appropriate percentage of premiums charged by the New York State Empire Health Insurance Program under any of the health insurance programs the City makes available to its employees.

(b) Effective November 22, 2002, if a member then receiving dependent coverage dies in, or as the result of, the performance of the employee's duty as defined in General Municipal Law § 207-a, then the City shall continue to provide coverage under the City's health insurance plan, at the rate then paid by the City on behalf of the active members, for the spouse until the spouse remarries, and for covered children until the child reaches 21 unless eligible for coverage under the child's own or another's health insurance plan.

(c) The City shall contribute the amount of \$1,100 per employee per year to a Welfare Fund administered by the PFFA. Effective July 1, 2010, the City's contribution will be \$1,107 per employee per year. Effective July 1, 2011, the City's contribution shall be \$1,113 per employee per year. Effective July 1, 2012, the City's contribution will be \$1,117 per employee per year. Effective July 1, 2013, the City's contribution will be \$1,145 per employee per year. Effective July

1, 2014, the City's contribution will be \$1,174 per employee per year. Payments are to be made monthly. Employees eligible for coverage shall be those employed during the first pay period of the month.

(d) The parties shall discuss the impact of increases in the Empire State Health Plan (health insurance) premiums, and alternative methods of dealing with cost increases. While the parties shall attempt to resolve this issue, their efforts or failure to do so shall not be the subject of any interest arbitration or other PERB proceeding, nor subject to the grievance and arbitration machinery of this collective bargaining agreement.

(e) An Internal Revenue Code § 125 flexible spending plan related to health insurance only has been implemented by the City. Effective as soon as practicable after November 22, 2002, the present plan shall be expanded to include all pre-tax deferment plans permitted by I.R.S. Code Section 125. It is understood that before the plan is utilized by a particular unit member, he/she shall first agree in writing to indemnify and save the City harmless against any and all claims and/or liabilities, including attorneys' fees, that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with this Section.

ARTICLE XXXIX. VACATION ALLOWANCE

Employees with five (5) or more years of service shall receive a minimum of twenty-nine (29) consecutive calendar days' vacation, which shall include all off-duty swings falling within said period.

Vacation days for employees with less than five (5) years of service with the Department shall be accrued on the basis of two and one-third (2-1/3) calendar days for each completed month of service rendered in a calendar year (January 1 through December 31). Vacation days for employees with more than five (5) years of service with the department shall be accrued on the basis of one-twelfth (1/12) of twenty-nine (29) days for each completed month of service in a calendar year (January 1 through December 31). Employees with ten (10) or more years of service shall receive a minimum of thirty (30) consecutive calendar days' vacation which shall include all off-duty swings falling within said period, and shall be accrued on the basis of two and one-half (2-1/2) calendar days for each completed month of service in a calendar year.

12/11/14

Effective January 1, 2009 with the implementation of the 24 Hour Work Chart, all Deputy Chiefs shall receive a vacation allowance of eight (8) 24 Hour tours off pursuant to the attached Schedule "C."

Vacation days, for employees assigned to work a four day work week, shall consist of eighteen ten hour days.

All vacation days which accrue between January 1st through December 31st, inclusive, in a calendar year shall be taken in the following calendar year. Vacation picks shall be by group and by seniority in grade. Picks shall not be made earlier than November 1st and not later than December 1st for the following calendar year.

When a Deputy Chief resigns, retires or dies, excluding termination for just cause, and provided, in the event of resignation said employee gives fourteen (14) days' written notice of his/her intent to resign, said employee shall be given pay equivalent to the number of holidays which accrued or occurred during that part of the calendar year of his/her resignation or retirement in which he was still an employee of the Department, and provided further, that if said employee did not receive in the calendar year in which he retires or resigns or dies, the vacation which he accrued during the preceding calendar year, he shall be given pay equivalent to the number of such unused accrued vacation days.

In addition, those employees who resign, retire or die, who, after receiving the accrued vacation for the previous calendar year, have not received the equivalent of a vacation for each completed year of service or portion thereof, shall be paid pro rata up to the equivalent of a vacation for each year of service or portion thereof.

Vacation pay due, if any, upon termination shall be computed at the rate of 28/365, 29/365, or 30/365 (for ten (10) years or more) as the case may be, of the annual rate of pay at the time of such termination.

Effective July 1, 2002, a member may request payment during the month of January for up to 3 total unused vacation and/or personal days if the member submits this request in writing to the Finance Department by on or before October 1 of the previous year. Those who have received a sick leave usage advisement during the two preceding calendar years (January 1 - December 31) are not eligible for this benefit. This provision shall be on an experimental basis and is cancelable by the City for the next calendar year on notice to the PFFA by the end of the current calendar year.

ARTICLE XL. VACATION PAY

When a member of the unit is scheduled to go on vacation, he may notify the office of the Department of Finance in writing and countersigned by the Chief at least ten (10) days in advance of the commencement of his/her vacation, and within ten (10) days following such notification the member shall receive the total number of vacation paychecks which would normally fall within the vacation period.

ARTICLE XLI. WIDOW'S BENEFITS

The named beneficiary or estate of any deceased member of the unit shall be paid for all unused vacation time, overtime, holiday pay and all other payments which may be due under the provisions of this Agreement.

ARTICLE XLII. RIGHTS AND BENEFITS

It is understood and agreed that all employees' rights and benefits which are terms and conditions of employment which are presently enjoyed but not specifically covered in this Agreement shall be maintained.

ARTICLE XLIII. EXAMINATIONS

Notice of examination days shall be posted forty-five (45) days in advance when possible.

ARTICLE XLIV. ASSIGNMENT OF PREGNANT EMPLOYEES

Upon request and proper medical verification, employees who are pregnant shall be assigned duties that are appropriate to the pregnancy.

ARTICLE XLV. ADDITIONAL BENEFITS

Except as otherwise specifically provided herein (holidays), it is agreed that if any additional benefits are mandated by State Law during the term of this Agreement, such additional benefits shall be given to the employee, the terms of this Agreement notwithstanding.

ARTICLE XLVI. LEGISLATIVE ACTION

The City agrees whenever implementing legislation or other action is necessary or required to carry into effect the provisions of this Agreement, such legislation or other action will be promptly adopted.

ARTICLE XLVII. AMENDMENT

No amendment or alteration of this Agreement shall be binding unless it is in writing and signed by the Mayor with the approval of Common Council and the President of the Association with the approval of the Association.

ARTICLE XLVIII. SAVINGS CLAUSE

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction to the extent of making the Article or Section inoperable, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such Article or Section.

In the event any negotiated items are barred by Wage Stabilization Regulations, the parties shall meet to negotiate alternative benefits that are permissible under such regulations.

ARTICLE XLIX. PERSONAL PROPERTY REPLACEMENT

Personal property destroyed in the course of a fire shall be replaced at City expense, provided, however, that the maximum reimbursable dollar amount be fifty (\$50.00) dollars per incident.

ARTICLE L. TAYLOR LAW NOTICE

IT IS AGREED BY AND BETWEEN THE PARTIES
THAT ANY PROVISION OF THIS AGREEMENT
REQUIRING LEGISLATIVE ACTION TO PERMIT
ITS IMPLEMENTATION BY AMENDMENT OF
LAW OR BY PROVIDING THE ADDITIONAL
FUNDS THEREFOR, SHALL NOT BECOME

12/11/14

EFFECTIVE UNTIL THE APPROPRIATE
LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE LI. ATTENDANCE BONUS

Employees shall accumulate bonus days for unused sick leave which shall be paid at the following rates:

1. One day for each year of perfect attendance.
2. Two-thirds day for each year with one day's absence.
3. One-third day for each year with two days' absence.

Employees shall be paid upon retirement at the then present rate of pay.

The current benefits shall be terminated as of December 31, 2002. However, those who have earned benefits up through and including that time shall entitled to keep them. The existing benefit shall be prorated during the period July 1, 2002 - December 31, 2002 as follows:

1. One-half ($\frac{1}{2}$) day for perfect attendance.
2. One-third ($\frac{1}{3}$) day for one (1) day's absence.
3. One-sixth ($\frac{1}{6}$) day for two (2) days' absence.

Effective December 1, 2002, for those members actively employed for the entire calendar year (e.g., not on any leaves of absence, including GML 207-a, workers' comp., military leave, FMLA, etc., but not including absences due to personal leave, bereavement leave, emergency leave, special leave, association release time, exchanges of duty and, effective July 1, 2005, absences from work of not more than two shifts assigned at the time the sick leave is requested, during December 1 – November 30 due to an approved GML 207-a or Workers' Compensation injury or illness, all of which shall be excluded from the bonus calculation), if the member does not utilize sick leave on any tour during this period December 1, 2002 (and succeeding December 1s) through November 30, 2003 (and succeeding November 30s); he/she shall receive a cash bonus of \$1,500; if the member uses one day of sick leave during that period; he/she shall receive a cash bonus of \$1,000; if the member uses two days of sick leave during that period; he/she shall receive a cash bonus of \$500. The bonus shall be paid during the following January.

12/11/14

Effective January 1, 2009 with the implementation of the 24 Hour Work Chart, if a Deputy Chief member does not utilize sick leave on any tour between the period of December 1st of the previous year and November 30th of the current year he/she shall receive a cash bonus of \$1,500; if the member uses one 24 hour tour sick leave during that period he/she shall receive a cash bonus of \$1,000; if the member uses two 24 hour tours sick leave during that period he/she shall receive a cash bonus of \$500; if the member uses more than two 24 hour tours sick leave during that period he/she shall receive no cash bonus; The bonus shall be paid during the following January.

ARTICLE LII. DISCIPLINE AND DISCHARGE

If the City prefers disciplinary charges against an employee, the hearing officer shall not be a current or former employee of the City, its departments or agencies.

ARTICLE LIII. AMERICANS WITH DISABILITIES ACT

The provision of this Agreement shall be administered on a case by case basis so as to comply with the Americans with Disability Act and any federal regulations and guidelines issued thereunder.

ARTICLE LIV. MILEAGE ALLOWANCE

Effective November 22, 2002, where a private car is authorized by the Department for the City's business and when the employee has been certified eligible for reimbursement by the Insurance Risk Manager, the employee will be reimbursed for mileage at the standard mileage rate used by the Internal Revenue Service.

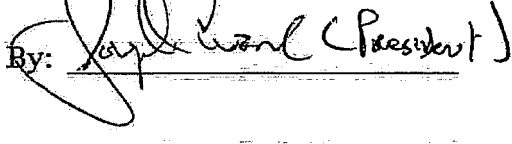
ARTICLE LV. CITY VEHICLES

Effective April 22, 2013, it will be the sole discretion of the City, on an individual basis, as to which employees will receive permission to utilize City vehicles for travel to and from work.

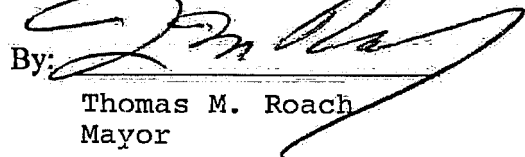
12/11/14

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

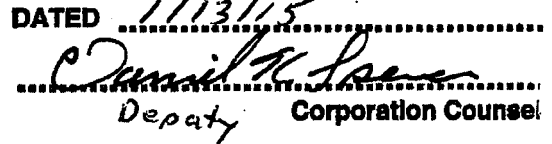
DEPUTY CHIEFS UNIT
PROFESSIONAL FIRE FIGHTERS
ASSOCIATION, INC., LOCAL 274,
I.A.F.F. CITY OF WHITE PLAINS

By:  (President)

CITY OF WHITE PLAINS

By: 
Thomas M. Roach
Mayor

APPROVED AS TO FORM

DATED 1/13/15

Deputy Corporation Counsel

SCHEDULE "A"

2014

WHITE PLAINS FIRE DEPARTMENT WORKING SCHEDULE

GROUP 1	GROUP 2	GROUP 3	GROUP 4
1/2	1/3	1/4	1/1
1/5	1/7	1/8	1/5
1/10	1/11	1/12	1/9
1/14	1/15	1/16	1/13
1/18	1/19	1/20	1/17
1/22	1/23	1/24	1/21
1/26	1/27	1/28	1/25
1/30	1/31	2/1	1/29
2/3	2/4	2/5	2/2
2/7	2/8	2/9	2/6
2/11	2/12	2/13	2/10
2/15	2/16	2/17	2/14
2/19	2/20	2/21	2/18
2/23	2/24	2/25	2/22
2/27	2/28	3/1	2/26
3/3	3/4	3/5	3/2
3/7	3/8	3/9	3/6
3/11	3/12	3/13	3/10
3/15	3/16	3/17	3/14
3/19	3/20	3/21	3/18
3/23	3/24	3/25	3/22
3/27	3/28	3/29	3/26
3/31	4/1	4/2	3/30
4/4	4/5	4/6	4/3
4/8	4/9	4/10	4/7
4/12	4/13	4/14	4/11
4/16	4/17	4/18	4/15
4/20	4/21	4/22	4/19
4/24	4/25	4/26	4/23
4/28	4/29	4/30	4/27
5/2	5/3	5/4	5/1
5/8	5/9	5/10	5/5
5/12	5/13	5/14	5/7
5/16	5/17	5/18	5/11
5/20	5/21	5/22	5/15
5/24	5/25	5/26	5/19
5/28	5/29	5/30	5/23
5/31	6/1	6/2	5/27
6/3	6/4	6/5	6/2
6/7	6/8	6/9	6/6
6/11	6/12	6/13	6/10
6/15	6/16	6/17	6/14
6/19	6/20	6/21	6/18
6/23	6/24	6/25	6/22
6/27	6/28	6/29	6/26
7/1	7/2	7/3	6/30
7/5	7/6	7/7	7/4
7/9	7/10	7/11	7/8
7/13	7/14	7/15	7/12
7/17	7/18	7/19	7/16
7/21	7/22	7/23	7/20
7/25	7/26	7/27	7/24
7/29	7/30	7/31	7/28
8/2	8/3	8/4	8/1
8/6	8/7	8/8	8/5
8/10	8/11	8/12	8/9
8/14	8/15	8/16	8/13
8/18	8/19	8/20	8/17
8/22	8/23	8/24	8/21
8/26	8/27	8/28	8/25
8/30	8/31	9/1	8/29
9/3	9/4	9/5	9/2
9/7	9/8	9/9	9/6
9/11	9/12	9/13	9/10
9/15	9/16	9/17	9/14
9/19	9/20	9/21	9/18
9/23	9/24	9/25	9/22
9/27	9/28	9/29	9/26
10/1	10/2	10/3	9/30
10/5	10/6	10/7	10/4
10/9	10/10	10/11	10/8
10/13	10/14	10/15	10/12
10/17	10/18	10/19	10/16
10/21	10/22	10/23	10/20
10/25	10/26	10/27	10/24
10/29	10/30	10/31	10/28
11/2	11/3	11/4	11/1
11/6	11/7	11/8	11/5
11/10	11/11	11/12	11/9
11/14	11/15	11/16	11/13
11/18	11/19	11/20	11/17
11/22	11/23	11/24	11/21
11/26	11/27	11/28	11/25
11/30	12/1	12/2	11/29
12/4	12/5	12/6	12/3
12/8	12/9	12/10	12/7
12/12	12/13	12/14	12/11
12/16	12/17	12/18	12/15
12/20	12/21	12/22	12/19
12/24	12/25	12/26	12/23
12/28	12/29	12/30	12/27
			12/31

SCHEDULE "A "

**2014
WHITE PLAINS FIRE DAY WORKER SCHEDULE**

DATE	GROUP OFF	DATE	GROUP OFF	DATE	GROUP OFF	DATE	GROUP OFF
Wednesday, January 1, 14	A	Tuesday, April 1, 14	B	Tuesday, July 1, 14	D	Wednesday, October 1, 14	B
Thursday, January 2, 14	B	Wednesday, April 2, 14	C	Wednesday, July 2, 14	E	Thursday, October 2, 14	C
Friday, January 3, 14	C	Thursday, April 3, 14	D	Thursday, July 3, 14	A	Friday, October 3, 14	D
Saturday, January 4, 14		Friday, April 4, 14	E	Friday, July 4, 14	B	Saturday, October 4, 14	
Sunday, January 5, 14		Saturday, April 5, 14		Saturday, July 5, 14		Sunday, October 5, 14	
Monday, January 6, 14	C	Sunday, April 6, 14		Sunday, July 6, 14		Monday, October 6, 14	D
Tuesday, January 7, 14	D	Monday, April 7, 14	E	Monday, July 7, 14	B	Tuesday, October 7, 14	E
Wednesday, January 8, 14	E	Tuesday, April 8, 14	A	Tuesday, July 8, 14	C	Wednesday, October 8, 14	A
Thursday, January 9, 14	A	Wednesday, April 9, 14	B	Wednesday, July 9, 14	D	Thursday, October 9, 14	B
Friday, January 10, 14	B	Thursday, April 10, 14	C	Thursday, July 10, 14	E	Friday, October 10, 14	C
Saturday, January 11, 14		Friday, April 11, 14	D	Friday, July 11, 14	A	Saturday, October 11, 14	
Sunday, January 12, 14		Saturday, April 12, 14		Saturday, July 12, 14		Sunday, October 12, 14	
Monday, January 13, 14	B	Sunday, April 13, 14		Sunday, July 13, 14		Monday, October 13, 14	C
Tuesday, January 14, 14	C	Monday, April 14, 14	D	Monday, July 14, 14	A	Tuesday, October 14, 14	D
Wednesday, January 15, 14	D	Tuesday, April 15, 14	E	Tuesday, July 15, 14	B	Wednesday, October 15, 14	E
Thursday, January 16, 14	E	Wednesday, April 16, 14	A	Wednesday, July 16, 14	C	Thursday, October 16, 14	A
Friday, January 17, 14	A	Thursday, April 17, 14	B	Thursday, July 17, 14	D	Friday, October 17, 14	B
Saturday, January 18, 14		Friday, April 18, 14	C	Friday, July 18, 14	E	Saturday, October 18, 14	
Sunday, January 19, 14		Saturday, April 19, 14		Saturday, July 19, 14		Sunday, October 19, 14	
Monday, January 20, 14	A	Sunday, April 20, 14		Sunday, July 20, 14		Monday, October 20, 14	B
Tuesday, January 21, 14	B	Monday, April 21, 14	C	Monday, July 21, 14	E	Tuesday, October 21, 14	C
Wednesday, January 22, 14	C	Tuesday, April 22, 14	D	Tuesday, July 22, 14	A	Wednesday, October 22, 14	D
Thursday, January 23, 14	D	Wednesday, April 23, 14	E	Wednesday, July 23, 14	B	Thursday, October 23, 14	E
Friday, January 24, 14	E	Thursday, April 24, 14	A	Thursday, July 24, 14	C	Friday, October 24, 14	A
Saturday, January 25, 14		Friday, April 25, 14	B	Friday, July 25, 14	D	Saturday, October 25, 14	
Sunday, January 26, 14		Saturday, April 26, 14		Saturday, July 26, 14		Sunday, October 26, 14	
Monday, January 27, 14	E	Sunday, April 27, 14		Sunday, July 27, 14		Monday, October 27, 14	A
Tuesday, January 28, 14	A	Monday, April 28, 14	B	Monday, July 28, 14	D	Tuesday, October 28, 14	B
Wednesday, January 29, 14	B	Tuesday, April 29, 14	C	Tuesday, July 29, 14	E	Wednesday, October 29, 14	C
Thursday, January 30, 14	C	Wednesday, April 30, 14	D	Wednesday, July 30, 14	A	Thursday, October 30, 14	D
Friday, January 31, 14	D	Thursday, May 1, 14	E	Thursday, July 31, 14	B	Friday, October 31, 14	E
Saturday, February 1, 14		Friday, May 2, 14	A	Friday, August 1, 14	C	Saturday, November 1, 14	
Sunday, February 2, 14		Saturday, May 3, 14		Saturday, August 2, 14		Sunday, November 2, 14	
Monday, February 3, 14	D	Sunday, May 4, 14		Sunday, August 3, 14		Monday, November 3, 14	E
Tuesday, February 4, 14	E	Monday, May 5, 14	A	Monday, August 4, 14	C	Tuesday, November 4, 14	A
Wednesday, February 5, 14	A	Tuesday, May 6, 14	B	Tuesday, August 5, 14	D	Wednesday, November 5, 14	B
Thursday, February 6, 14	B	Wednesday, May 7, 14	C	Wednesday, August 6, 14	E	Thursday, November 6, 14	C
Friday, February 7, 14	C	Thursday, May 8, 14	D	Thursday, August 7, 14	A	Friday, November 7, 14	D
Saturday, February 8, 14		Friday, May 9, 14	E	Friday, August 8, 14	B	Saturday, November 8, 14	
Sunday, February 9, 14		Saturday, May 10, 14		Saturday, August 9, 14		Sunday, November 9, 14	
Monday, February 10, 14	C	Sunday, May 11, 14		Sunday, August 10, 14		Monday, November 10, 14	D
Tuesday, February 11, 14	D	Monday, May 12, 14	E	Monday, August 11, 14	B	Tuesday, November 11, 14	E
Wednesday, February 12, 14	E	Tuesday, May 13, 14	A	Tuesday, August 12, 14	C	Wednesday, November 12, 14	A
Thursday, February 13, 14	A	Wednesday, May 14, 14	B	Wednesday, August 13, 14	D	Thursday, November 13, 14	B
Friday, February 14, 14	B	Thursday, May 15, 14	C	Thursday, August 14, 14	E	Friday, November 14, 14	C
Saturday, February 15, 14		Friday, May 16, 14	D	Friday, August 15, 14	A	Saturday, November 15, 14	
Sunday, February 16, 14		Saturday, May 17, 14		Saturday, August 16, 14		Sunday, November 16, 14	

SCHEDULE "A"

2014

WHITE PLAINS FIRE DAY WORKER SCHEDULE

Monday, February 17, 14	B	Sunday, May 18, 14		Sunday, August 17, 14		Monday, November 17, 14	C
Tuesday, February 18, 14	C	Monday, May 19, 14	D	Monday, August 18, 14	A	Tuesday, November 18, 14	D
Wednesday, February 19, 14	D	Tuesday, May 20, 14	E	Tuesday, August 19, 14	B	Wednesday, November 19, 14	E
Thursday, February 20, 14	E	Wednesday, May 21, 14	A	Wednesday, August 20, 14	C	Thursday, November 20, 14	A
Friday, February 21, 14	A	Thursday, May 22, 14	B	Thursday, August 21, 14	D	Friday, November 21, 14	B
Saturday, February 22, 14		Friday, May 23, 14	C	Friday, August 22, 14	E	Saturday, November 22, 14	
Sunday, February 23, 14		Saturday, May 24, 14		Saturday, August 23, 14		Sunday, November 23, 14	
Monday, February 24, 14	A	Sunday, May 25, 14		Sunday, August 24, 14		Monday, November 24, 14	B
Tuesday, February 25, 14	B	Monday, May 26, 14	C	Monday, August 25, 14	E	Tuesday, November 25, 14	C
Wednesday, February 26, 14	C	Tuesday, May 27, 14	D	Tuesday, August 26, 14	A	Wednesday, November 26, 14	D
Thursday, February 27, 14	D	Wednesday, May 28, 14	E	Wednesday, August 27, 14	B	Thursday, November 27, 14	E
Friday, February 28, 14	E	Thursday, May 29, 14	A	Thursday, August 28, 14	C	Friday, November 28, 14	A
Saturday, March 1, 14		Friday, May 30, 14	B	Friday, August 29, 14	D	Saturday, November 29, 14	
Sunday, March 2, 14		Saturday, May 31, 14		Saturday, August 30, 14		Sunday, November 30, 14	
Monday, March 3, 14	E	Sunday, June 1, 14		Sunday, August 31, 14		Monday, December 1, 14	A
Tuesday, March 4, 14	A	Monday, June 2, 14	B	Monday, September 1, 14	D	Tuesday, December 2, 14	B
Wednesday, March 5, 14	B	Tuesday, June 3, 14	C	Tuesday, September 2, 14	E	Wednesday, December 3, 14	C
Thursday, March 6, 14	C	Wednesday, June 4, 14	D	Wednesday, September 3, 14	A	Thursday, December 4, 14	D
Friday, March 7, 14	D	Thursday, June 5, 14	E	Thursday, September 4, 14	B	Friday, December 5, 14	E
Saturday, March 8, 14		Friday, June 6, 14	A	Friday, September 5, 14	C	Saturday, December 6, 14	
Sunday, March 9, 14		Saturday, June 7, 14		Saturday, September 6, 14		Sunday, December 7, 14	
Monday, March 10, 14	D	Sunday, June 8, 14		Sunday, September 7, 14		Monday, December 8, 14	E
Tuesday, March 11, 14	E	Monday, June 9, 14	A	Monday, September 8, 14	C	Tuesday, December 9, 14	A
Wednesday, March 12, 14	A	Tuesday, June 10, 14	B	Tuesday, September 9, 14	D	Wednesday, December 10, 14	B
Thursday, March 13, 14	B	Wednesday, June 11, 14	C	Wednesday, September 10, 14	E	Thursday, December 11, 14	C
Friday, March 14, 14	C	Thursday, June 12, 14	D	Thursday, September 11, 14	A	Friday, December 12, 14	D
Saturday, March 15, 14		Friday, June 13, 14	E	Friday, September 12, 14	B	Saturday, December 13, 14	
Sunday, March 16, 14		Saturday, June 14, 14		Saturday, September 13, 14		Sunday, December 14, 14	
Monday, March 17, 14	C	Sunday, June 15, 14		Sunday, September 14, 14		Monday, December 15, 14	D
Tuesday, March 18, 14	D	Monday, June 16, 14	E	Monday, September 15, 14	B	Tuesday, December 16, 14	E
Wednesday, March 19, 14	E	Tuesday, June 17, 14	A	Tuesday, September 16, 14	C	Wednesday, December 17, 14	A
Thursday, March 20, 14	A	Wednesday, June 18, 14	B	Wednesday, September 17, 14	D	Thursday, December 18, 14	B
Friday, March 21, 14	B	Thursday, June 19, 14	C	Thursday, September 18, 14	E	Friday, December 19, 14	C
Saturday, March 22, 14		Friday, June 20, 14	D	Friday, September 19, 14	A	Saturday, December 20, 14	
Sunday, March 23, 14		Saturday, June 21, 14		Saturday, September 20, 14		Sunday, December 21, 14	
Monday, March 24, 14	B	Sunday, June 22, 14		Sunday, September 21, 14		Monday, December 22, 14	C
Tuesday, March 25, 14	C	Monday, June 23, 14	D	Monday, September 22, 14	A	Tuesday, December 23, 14	D
Wednesday, March 26, 14	D	Tuesday, June 24, 14	E	Tuesday, September 23, 14	B	Wednesday, December 24, 14	E
Thursday, March 27, 14	E	Wednesday, June 25, 14	A	Wednesday, September 24, 14	C	Thursday, December 25, 14	A
Friday, March 28, 14	A	Thursday, June 26, 14	B	Thursday, September 25, 14	D	Friday, December 26, 14	B
Saturday, March 29, 14		Friday, June 27, 14	C	Friday, September 26, 14	E	Saturday, December 27, 14	
Sunday, March 30, 14		Saturday, June 28, 14		Saturday, September 27, 14		Sunday, December 28, 14	
Monday, March 31, 14	A	Sunday, June 29, 14		Sunday, September 28, 14		Monday, December 29, 14	B
		Monday, June 30, 14	C	Monday, September 29, 14	E	Tuesday, December 30, 14	C
				Tuesday, September 30, 14	A	Wednesday, December 31, 14	D

12/11/14

"SCHEDULE "B"

**THE CITY OF WHITE PLAINS
FIRE DEPARTMENT**

WAGE SCHEDULE

Longevity:

After five years + 2% + \$350

After ten years + 3% + \$350

After fifteen years + 4% + \$350

Overtime: Ordered or scheduled time and one half.

Clothing Maintenance

Allowance: Payable in April based on a pro rata quarterly basis.
Any member who works any part of a quarter will be
entitled to a full quarter's allowance.

Differential: Deputy Chief (18% x 15% x 15% above top grade)
(19% x 15% x 15% above top grade, effective July 1,
2009)

12/11/14

DEPUTY CHIEF JULY 1, 2010

STEP 4 \$129,880

AT FIVE YEARS (2%) \$132,828

AT TEN YEARS (3%) \$134,126

AT FIFTEEN YEARS (4%) \$135,425

DEPUTY CHIEF JULY 1, 2011

STEP 4 \$129,880

AT FIVE YEARS (2%) \$132,828

AT TEN YEARS (3%) \$134,126

AT FIFTEEN YEARS (4%) \$135,425

DEPUTY CHIEF JULY 1, 2012

STEP 4 \$132,479

AT FIVE YEARS (2%) \$135,479

AT TEN YEARS (3%) \$136,803

AT FIFTEEN YEARS (4%) \$138,128

12/11/14

DEPUTY CHIEF JULY 1, 2013

STEP 4	\$135,129
AT FIVE YEARS (2%)	\$138,182
AT TEN YEARS (3%)	\$139,533
AT FIFTEEN YEARS (4%)	\$140,884

DEPUTY CHIEF JULY 1, 2014

STEP 4	\$137,831
AT FIVE YEARS (2%)	\$140,938
AT TEN YEARS (3%)	\$142,316
AT FIFTEEN YEARS (4%)	\$143,694

FIREFIGHTER SENIORITY
2013

GROUP 1	ID #	GROUP 2	ID#	GROUP 3	ID #	GROUP 4	ID #
EGAN, JOHN, T	6614	RYAN, JAMES	6607	FARGO, WARREN	6622	RIPARI, ROBERTO	6669
LASHER, PETER	6659	SEIT, EUGENE	6609	RUSSELL, JAMES	6619	MCGILLAN, JOHN	6676
HARDY, JOSEPH	6690	MOSLEY, LAWRENCE	6627	PORTSMOUTH, DAVID	6660	BRATBERG, ERIC	6677
WILHELM, DONALD	6691	DISANTO, MICHAEL	6653	HOULIHAN, THOMAS	6661	CRAFT, JAMES	6685
CARTLEDGE, STEVE	6707	LASHER, CHRISTOPHE	6668	CASILLAS, HIRAM	6670	ABBATE, ANTHONY	6687
FITZPATRICK, CHRIS	6708	BIRITTI, SALVATOR	6675	DOW, OREN	6688	WADDEN, VINCENT	6701
TASSONE, THOMAS	6731	FITZGERALD, MICHAEL	6682	BRIEN, ANTHONY	6699	VILLANI, COSIMO	6713
CULLEN, BRIAN	6744	FRANK, ROBERT	6706	CARRIER, JOSEPH	6702	FEENEY, MICHAEL	6722
QUIGLEY, GREG	6762	PRESTO, ROCCO	6719	EVANGELISTA, ANTHO	6705	VIERA, ROMMEL	6727
SIGONA, FRED	6765	DOUGLASS, JEFF	6720	HIBBERT, CANUTE	6723	EWING, MICHAEL	6730
RITACCO, RONALD	6770	CLAUSER, JOSE	6733	JUNIOR, THOMAS	6729	TSAPATSARIS, CHRIS	6732
LIGHTY, EMANUEL	6772	MELENDEZ, WALTER	6735	HANSEN, ERIC	6734	RUSSO, GARY	6747
WILSON, TIMOTHY	6775	GRASSI, LOUIS	6737	WOLF, JOSEPH	6739	JOHNSON, PERCY	6755
HEIM GREGORY	6776	SIMMONS, WILLIAM	6742	GLASS, THOMAS	6743	D'ANTONA, ALLESANDRO	6756
FERRIERI, STEVE	678	KOMAR, BRUCE	6753	BURNS, KEITH	6749	PICCININNI, FRANK	6768
NACLERIO, ALEX	6783	HOSEI, FRANCIS	6766	EDWARDS, ROHAN	6752	AVERSA, STEPHEN	6771
DUFF, JAMES	6791	MCGOVERN, JUSTIN	6782	HALL, RICHARD	6758	SERVELLO, RICHARD	6779
HALL, DANIEL	6794	JIMISON, SHAWN	6787	CONSTANTINO, RICH	6764	BUCAJ, TONIN	6784
CIPOLLARO, ANTONIO	6797	PATONE, JOHN	6790	VALERA, CHARLES	6773	ABRAHAMSEN, CHRIS	6786
CIRACO, DARREN	6805	DEVINE, THOMAS	6792	NILES, MICHAEL	6780	PALMERINI, MICHAEL	6789
NOONAN, BRIAN	6806	LAMBAISI, CARL J	6793	CAPONERA, ADAM	6785	EIFLER, KRISTOPHER	6800
EVANGELISTA, STEVE	6809	FASCILLA, VITO	6796	NEW, JAMES	6788	HOSEI, CHRISTOPHER	6804
FIORNTINO, MICHAEL	6810	SEWARD, SUDAN	6798	EGAN, JOHN, M	6795	MARTIN, COLE	6808
BOETTIGHEIMER, JEFF	6812	ROSTKOWSKI, JOHN	6801	SCOPELLITI, ANTHONY	6807	PERRI, NICHOLAS	6811
		REFVIK, ERIK	6802				

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LIEUTENANTS

GROUP 1	ID#	GROUP 2	ID#	GROUP 3	ID#	GROUP 4	ID#
MCMATH, DOUGLAS	6700	LASHER, KEVIN	6605	NIMPHIUS, PAUL	6566	MANGANELLO, JAMES	6628
BLAINE, WILLIAM	6728	BOGART, SCOTT	6640	HEFFERNAN, KEVIN	6646	KEELER, BRIAN	6588
BARBELLA, ROBERT	6721	PETRICCIONE, CLAUDI	6736	TESTERMAN, JOHN	6638	ZICCA, VINCENT	6634
CASARELLA, MARK	6657	CLARK, JOHN	6703	BONADIES, LEONARD	6693	PRAUDA, IAN	6725
LAMMERS, FRANK	6716	MCGARVEY, BRIAN	6681	DOUGLASS, CLARK	6651	WITHUS, DOUGLAS	6656
ALLEGRETTI, DAVID	6673	DROHAN, MICHAEL	6740	GLOVER, STEVEN	6663	HICKEY, BRIAN	6777
DOMINGUEZ, LOUIS	6746	DISANTO, KEVIN	6696	FORTUNA, ROBERTO	6757	DELANDY, CHRISTOPHE	6761
		CLAMPET, KEVIN	6774	WHITE, MICHAEL	6724	BAYLOCK, DAVID	6710

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8

8

8

DEPUTY CHIEF'S

GROUP 1	ID #	GROUP 2	ID#	GROUP 3	ID #	GROUP 4	ID #
GRIFFIN, MARK	6650	HOULIHAN, RICHARD	6611	FARRELL, MARK	6618	CIOCCA, EDWARD	6637

DAY STAFF

CHIEF RICHARD LYMAN

COVERING DEPUTY CHIEF

DC TIMOTHY RYAN 6635

UNIFIED SPECIAL OPERATIONS COMMAND

DC JOHN T. NICHOLS 6750

TRAINING

LT. ADRIAN SCAPPEROTTI

6658

FIRE PREVENTION

LT. LAWRENCE TOGLIA

6644

LT. ANTHONY DECARLO

6642

LT. JAMES VANLOAN

6665

FF TIMOTHY MCCANN

6662

FF RANDY PENNELLA

6684

LT WILLIAM GORBUTT

6712

LT WESTLEY RILEY

6662

LT. JOSEPH BRIDGERS

6648

FF STEVEN SAUNDERS

6717

FF JOHN SESTITO

6760

FF TONY GJOKAJ

6778

PROBATIONARY FIREFIGHTERS TRAINING

FF GRIFFIN NUGENT

6813

FF DAMIAN SASSONE

6814

FF WILLIAM HOBBY

6815


Total 150

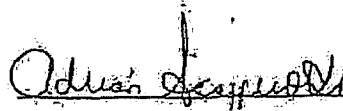
This is to confirm our understanding that the following practices will be followed for the duration of the collective bargaining agreement:

1. TRAINING EXCLUSIVE CLAUSE - Training will not normally be scheduled for Sundays and Holidays but may be scheduled by the Chief of Department on specific Holidays and Sundays for firematic problems that may come to the attention of the Chief of Department, which he feels training is necessary.

2. NIGHT TRAINING - In the event night training is scheduled with members of the volunteer division of the Fire Department, the Association's members participation will normally be limited to observing or instructing the evolutions performed by the volunteers. This shall not apply to regularly scheduled night training for members of the Association only.

3. SNOW REMOVAL - That when possible, the apparatus ramps will be cleared of snow by the Department plow. All sidewalks, steps or other areas usually cleared of snow will be cleared by the Fire Department personnel assigned to the Station Houses at the discretion of the Officer in charge.


Daniel P. Hickey
Acting Fire Chief
City of White Plains


Adrian Scapperotti
President
P.F.F.A.

2014 VACATIONS

Vacation Period will start January 7th for Group 2, and at various other dates in January for the other Groups.

All members shall receive vacation leave consisting of 8 twenty-four hour tours over the course of 29 Calendar Days. Vacation will be chosen by seniority in group provided, however, that such choice does not interfere with departmental operations; and it is requested that this choice be made as soon as possible so that all selections will be made no later than December 1st. Immediately notify the Deputy Chief of your choice so as to allow the next member to make his selection. Deputy Chiefs are responsible to see that there are no unnecessary delays in making these selections.

The Group Seniority List is attached for reference.

There will be no exchange of vacation time.

NEW MEMBERS

All vacation days which accrue between January 1st through December 31st inclusive in the Calendar Year of appointment, shall be taken in the following calendar year, accrued on the basis of 67% of a 24 hour tour per completed month of service rendered rounded off to the nearest whole 24 hour tour. Vacation picks shall be by group and by seniority in grade.

Deputy Chiefs shall be responsible to assisting members in determining the dates of accrued vacation within the selected vacation period or periods.

COMPENSATORY TIME

Compensatory time is given as a method of repayment for time worked in excess of the normal work week. Members failing to work this extra time are not eligible for compensatory time. Members taking compensatory time who fail to work in excess of the normal hours shall be expected to make repayment for the time taken, however, employees shall not be charged for absences due to illness or off duty injuries of less than four weeks.

SCHEDULE X

Consists of 8 tours vacation.

SCHEDULES 1,2,3 and 4

Consists of 1 - 24 hour tour compensatory time.

Members must choose one pick each by group seniority from Schedule X and one pick each by group seniority from Schedules 1,2,3 and 4. Members may have any one of the following combinations:

ADDEA or BCCBB

A member may choose to waive any one or more of his picks until after all other eligible members have chosen.

**2014 VACATION SCHEDULE X
GROUP 1**

<u>JAN 10 - FEB 7</u>	B - LT	<u>FEB 18 - MARCH 18</u>	B - LT
	B		B
	B		B
	B		B
<u>MARCH 23 - APRIL 20</u>	B	<u>APRIL 28 - MAY 28</u>	B
	B - LT		B - LT
	B		B
	B		B
	B		B
	B		B
<u>JUNE 3 - JULY 1</u>		<u>JULY 8 - AUGUST 8</u>	
	A - LT		A - LT
	A		A
	A		A
	A		A
	A		A
<u>AUGUST 14 - SEPT 11</u>		<u>SEPT 18 - OCT 17</u>	
	A - LT		B - LT
	A		B
	A		B
	A		B
	A		B
<u>OCT 25 - NOV 22</u>		<u>NOV 30 - DEC 28</u>	
	B - LT		B - LT
	B		B
	B		B
	B		B
	B		B

SCHEDULE X

2014 VACATION SCHEDULE 1

GROUP 1

FIREFIGHTERS	LIEUTENANTS	FIREFIGHTERS	LIEUTENANTS
<u>January 2, 2014</u>		<u>March 23, 2014</u>	
<u>March 27, 2014</u>	D	<u>March 31, 2014</u>	D
<u>April 4, 2014</u>	D	<u>April 8, 2014</u>	D
<u>April 12, 2014</u>	D	<u>April 16, 2014</u>	D
<u>April 20, 2014</u>	D	<u>April 28, 2014</u>	D
<u>May 2, 2014</u>	D	<u>May 5, 2014</u>	D
<u>May 10, 2014</u>	D	<u>May 14, 2014</u>	D
<u>May 18, 2014</u>	D	<u>May 22, 2014</u>	D
<u>May 26, 2014</u>	D	<u>June 3, 2014</u>	D
<u>June 7, 2014</u>	D	<u>June 11, 2014</u>	C
<u>June 15, 2014</u>	C	<u>June 19, 2014</u>	C
<u>June 23, 2014</u>	C	<u>June 27, 2014</u>	C
<u>July 1, 2014</u>	C	<u>July 9, 2014</u>	C
<u>July 13, 2014</u>	C	<u>July 17, 2014</u>	C
<u>July 21, 2014</u>	C	<u>July 25, 2014</u>	C
<u>July 29, 2014</u>	C	<u>August 2, 2014</u>	C
<u>August 6, 2014</u>	C	<u>August 14, 2014</u>	C
<u>August 18, 2014</u>	C	<u>August 22, 2014</u>	C
<u>August 26, 2014</u>	C	<u>August 30, 2014</u>	C
	C		C

SCHEDULE 1

**2014 VACATION SCHEDULE 1
GROUP 1**

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>September 3, 2014</u>		<u>September 7, 2014</u>	
<u>September 11, 2014</u>	C	<u>October 25, 2014</u>	C
<u>October 28, 2014</u>	C	<u>November 3, 2014</u>	D
<u>November 6, 2014</u>	D	<u>November 10, 2014</u>	D
<u>November 14, 2014</u>	D	<u>November 18, 2014</u>	D
<u>November 22, 2014</u>	D	<u>November 30, 2014</u>	D
<u>December 4, 2014</u>	D	<u>December 8, 2014</u>	D
<u>December 12, 2014</u>	D	<u>December 16, 2014</u>	D
<u>December 20, 2014</u>	D	<u>December 24, 2014</u>	D
<u>December 28, 2014</u>	D		D
	D		

SCHEDULE 1

**2014 VACATION SCHEDULE 2
GROUP 1**

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>January 2, 2014</u>		<u>January 10, 2014</u>	
<u>January 14, 2014</u>	D	<u>January 18, 2014</u>	D
<u>January 22, 2014</u>	D	<u>January 26, 2014</u>	D
<u>January 30, 2014</u>	D	<u>February 3, 2014</u>	D
<u>February 7, 2014</u>	D	<u>February 15, 2014</u>	D
<u>February 18, 2014</u>	D	<u>February 23, 2014</u>	D
<u>February 27, 2014</u>	D	<u>March 3, 2014</u>	D
<u>March 7, 2014</u>	D	<u>March 11, 2014</u>	D
<u>March 15, 2014</u>	D	<u>April 28, 2014</u>	D
<u>May 2, 2014</u>	D	<u>May 5, 2014</u>	D
<u>May 10, 2014</u>	D	<u>May 14, 2014</u>	D
<u>May 18, 2014</u>	D	<u>May 22, 2014</u>	D
<u>May 26, 2014</u>	D	<u>June 3, 2014</u>	D
<u>June 7, 2014</u>	D	<u>June 11, 2014</u>	C
<u>June 15, 2014</u>	C	<u>June 19, 2014</u>	C
<u>June 23, 2014</u>	C	<u>June 27, 2014</u>	C
<u>July 1, 2014</u>	C	<u>July 9, 2014</u>	C
<u>July 13, 2014</u>	C	<u>July 17, 2014</u>	C
	C		C

SCHEDULE 2

**2014 VACATION SCHEDULE 2
GROUP 1**

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>July 21, 2014</u>		<u>July 25, 2014</u>	
<u>July 29, 2014</u>	C	<u>August 2, 2014</u>	C
<u>August 6, 2014</u>	C	<u>August 14, 2014</u>	C
<u>August 18, 2014</u>	C	<u>August 22, 2014</u>	C
<u>August 26, 2014</u>	C	<u>August 30, 2014</u>	C
<u>September 3, 2014</u>	C	<u>September 7, 2014</u>	C
<u>September 11, 2014</u>	C	<u>September 15, 2014</u>	C
<u>September 23, 2014</u>	C	<u>September 27, 2014</u>	D
<u>October 1, 2014</u>	D	<u>October 5, 2014</u>	D
<u>October 9, 2014</u>	D	<u>October 13, 2014</u>	D
<u>October 17, 2014</u>	D		D
	D		

SCHEDULE 2

**2014 VACATION SCHEDULE 3
GROUP 1**

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>January 2, 2014</u>		<u>January 10, 2014</u>	
<u>January 14, 2014</u>		<u>January 18, 2014</u>	
<u>January 22, 2014</u>		<u>January 28, 2014</u>	
<u>January 30, 2014</u>		<u>February 3, 2014</u>	
<u>February 7, 2014</u>		<u>February 15, 2014</u>	
<u>February 19, 2014</u>		<u>February 23, 2014</u>	
<u>February 27, 2014</u>		<u>March 3, 2014</u>	
<u>March 7, 2014</u>		<u>March 11, 2014</u>	
<u>March 15, 2014</u>		<u>March 21, 2014</u>	
<u>March 27, 2014</u>		<u>March 31, 2014</u>	
<u>April 4, 2014</u>		<u>April 8, 2014</u>	
<u>April 12, 2014</u>		<u>April 16, 2014</u>	
<u>April 20, 2014</u>		<u>September 19, 2014</u>	
<u>September 23, 2014</u>		<u>September 27, 2014</u>	
<u>October 1, 2014</u>		<u>October 5, 2014</u>	
<u>October 9, 2014</u>		<u>October 13, 2014</u>	
<u>October 17, 2014</u>		<u>October 25, 2014</u>	
<u>October 29, 2014</u>		<u>November 2, 2014</u>	

SCHEDULE 3

**2014 VACATION SCHEDULE 3
GROUP 1**

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>November 6, 2014</u>		<u>November 18, 2014</u>	
<u>November 14, 2014</u>	E	<u>November 18, 2014</u>	E
<u>November 22, 2014</u>	E	<u>November 30, 2014</u>	E
<u>December 4, 2014</u>	E	<u>December 8, 2014</u>	m
<u>December 12, 2014</u>	m	<u>December 16, 2014</u>	m
<u>December 20, 2014</u>	m	<u>December 24, 2014</u>	m
<u>December 28, 2014</u>	m		m
	m		

SCHEDULE 3

**2014 VACATION SCHEDULE 4
GROUP 1**

<u>January 9, 2014</u>	B - LT	<u>February 11, 2014</u>	B - LT
	B		B
	B		B
	B		B
<u>March 19, 2014</u>	B	<u>April 24, 2014</u>	B
	B - LT		B - LT
	B		B
	B		B
	B		B
	B		B
<u>May 30, 2014</u>	B	<u>July 5, 2014</u>	B
	A - LT		A - LT
	A		A
	A		A
	A		A
	A		A
<u>August 10, 2014</u>	A	<u>September 15, 2014</u>	A
	A - LT		B - LT
	A		B
	A		B
	A		B
	A		B
<u>October 21, 2014</u>	A	<u>November 28, 2014</u>	B
	B - LT		B - LT
	B		B
	B		B
	B		B
	B		B

SCHEDULE 4

**2014 VACATION SCHEDULE V
GROUP 1**

<u>January 8, 2014</u>	<hr/>
<u>February 11, 2014</u>	<hr/>
<u>March 19, 2014</u>	<hr/>
<u>April 24, 2014</u>	<hr/>
<u>May 30, 2014</u>	<hr/>
<u>July 5, 2014</u>	<hr/>
<u>August 10, 2014</u>	<hr/>
<u>September 15, 2014</u>	<hr/>
<u>October 21, 2014</u>	<hr/>
<u>November 26, 2014</u>	<hr/>

SCHEDULE V

**2014 VACATION SCHEDULE X
GROUP 2**

<u>JAN 7 - FEB 4</u>		<u>FEB 12 - MARCH 12</u>	
	B - LT		B - LT
	B		B
	B		B
	B		B
<u>MARCH 20 - APRIL 17</u>		<u>APRIL 25 - MAY 23</u>	
	B - LT		B - LT
	B		B
	B		B
	B		B
	B		B
<u>MAY 31 - JUNE 28</u>		<u>JULY 8 - AUGUST 5</u>	
	A - LT		A - LT
	A		A
	A		A
	A		A
	A		A
<u>AUGUST 11 - SEPT 8</u>		<u>SEPT 16 - OCT 14</u>	
	A - LT		B - LT
	A		B
	A		B
	A		B
	A		B
<u>OCT 22 - NOV 19</u>		<u>NOV 27 - DEC 25</u>	
	B - LT		B - LT
	B		B
	B		B
	B		B
	B		B

SCHEDULE X

2014 VACATION SCHEDULE 1

GROUP 2

FIREFIGHTERS	LIEUTENANTS	FIREFIGHTERS	LIEUTENANTS
<u>March 20, 2014</u>		<u>March 24, 2014</u>	
<u>March 28, 2014</u>	D	<u>April 1, 2014</u>	D
<u>April 5, 2014</u>	D	<u>April 8, 2014</u>	D
<u>April 13, 2014</u>	D	<u>April 17, 2014</u>	D
<u>April 25, 2014</u>	D	<u>April 29, 2014</u>	D
<u>May 3, 2014</u>	D	<u>May 7, 2014</u>	D
<u>May 11, 2014</u>	D	<u>May 15, 2014</u>	D
<u>May 19, 2014</u>	D	<u>May 23, 2014</u>	D
<u>May 31, 2014</u>	D	<u>June 4, 2014</u>	D
<u>June 8, 2014</u>	C	<u>June 12, 2014</u>	C
<u>June 18, 2014</u>	C	<u>June 20, 2014</u>	C
<u>June 24, 2014</u>	C	<u>June 28, 2014</u>	C
<u>July 6, 2014</u>	C	<u>July 10, 2014</u>	C
<u>July 14, 2014</u>	C	<u>July 18, 2014</u>	C
<u>July 22, 2014</u>	C	<u>July 26, 2014</u>	C
<u>July 30, 2014</u>	C	<u>August 3, 2014</u>	C
<u>August 11, 2014</u>	C	<u>August 15, 2014</u>	C
<u>August 19, 2014</u>	C	<u>August 23, 2014</u>	C
<u>August 27, 2014</u>	C	<u>August 31, 2014</u>	C
	C		C

SCHEDULE 1

**2014 VACATION SCHEDULE 1
GROUP 2**

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>September 4, 2014</u>		<u>September 8, 2014</u>	
<u>October 22, 2014</u>	C	<u>October 28, 2014</u>	C
<u>October 30, 2014</u>	D	<u>November 3, 2014</u>	D
<u>November 7, 2014</u>	D	<u>November 11, 2014</u>	D
<u>November 15, 2014</u>	D	<u>November 18, 2014</u>	D
<u>November 27, 2014</u>	D	<u>December 1, 2014</u>	D
<u>December 5, 2014</u>	D	<u>December 8, 2014</u>	D
<u>December 13, 2014</u>	D	<u>December 17, 2014</u>	D
<u>December 21, 2014</u>	D	<u>December 25, 2014</u>	D
<u>December 29, 2014</u>	D		D
	D		

SCHEDULE 1

2014 VACATION SCHEDULE 2

GROUP 2

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>January 7, 2014</u>		<u>January 11, 2014</u>	
<u>January 15, 2014</u>	D	<u>January 18, 2014</u>	D
<u>January 23, 2014</u>	D	<u>January 27, 2014</u>	D
<u>January 31, 2014</u>	D	<u>February 4, 2014</u>	D
<u>February 12, 2014</u>	D	<u>February 18, 2014</u>	D
<u>February 20, 2014</u>	D	<u>February 24, 2014</u>	D
<u>February 28, 2014</u>	D	<u>March 4, 2014</u>	D
<u>March 8, 2014</u>	D	<u>March 12, 2014</u>	D
<u>April 28, 2014</u>	D	<u>April 29, 2014</u>	D
<u>May 3, 2014</u>	D	<u>May 7, 2014</u>	D
<u>May 11, 2014</u>	D	<u>May 15, 2014</u>	D
<u>May 19, 2014</u>	D	<u>May 23, 2014</u>	D
<u>May 31, 2014</u>	D	<u>June 4, 2014</u>	D
<u>June 8, 2014</u>	C	<u>June 12, 2014</u>	C
<u>June 18, 2014</u>	C	<u>June 28, 2014</u>	C
<u>June 24, 2014</u>	C	<u>June 28, 2014</u>	C
<u>July 6, 2014</u>	C	<u>July 10, 2014</u>	C
<u>July 14, 2014</u>	C	<u>July 18, 2014</u>	C
	C		C

SCHEDULE 2

**2014 VACATION SCHEDULE 2
GROUP 2**

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>July 22, 2014</u>		<u>July 28, 2014</u>	
<u>July 30, 2014</u>	C	<u>August 5, 2014</u>	C
<u>August 11, 2014</u>	C	<u>August 15, 2014</u>	C
<u>August 18, 2014</u>	C	<u>August 23, 2014</u>	C
<u>August 27, 2014</u>	C	<u>August 31, 2014</u>	C
<u>September 4, 2014</u>	C	<u>September 8, 2014</u>	C
<u>September 15, 2014</u>	C	<u>September 20, 2014</u>	C
<u>September 24, 2014</u>	D	<u>September 28, 2014</u>	D
<u>October 2, 2014</u>	D	<u>October 6, 2014</u>	D
<u>October 10, 2014</u>	D	<u>October 14, 2014</u>	D
<u>December 29, 2014</u>	D		D
	D		

SCHEDULE 2

2014 VACATION SCHEDULE 3

GROUP 2

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>January 7, 2014</u>		<u>January 11, 2014</u>	
<u>January 18, 2014</u>	E	<u>January 19, 2014</u>	E
<u>January 23, 2014</u>	E	<u>January 27, 2014</u>	E
<u>January 31, 2014</u>	E	<u>February 4, 2014</u>	E
<u>February 12, 2014</u>	E	<u>February 18, 2014</u>	E
<u>February 20, 2014</u>	E	<u>February 24, 2014</u>	E
<u>February 28, 2014</u>	E	<u>March 4, 2014</u>	E
<u>March 8, 2014</u>	E	<u>March 12, 2014</u>	E
<u>March 20, 2014</u>	E	<u>March 24, 2014</u>	E
<u>March 28, 2014</u>	E	<u>April 1, 2014</u>	E
<u>April 5, 2014</u>	E	<u>April 8, 2014</u>	E
<u>April 13, 2014</u>	E	<u>April 17, 2014</u>	E
<u>September 16, 2014</u>	E	<u>September 20, 2014</u>	E
<u>September 24, 2014</u>	E	<u>September 28, 2014</u>	E
<u>October 2, 2014</u>	E	<u>October 8, 2014</u>	E
<u>October 10, 2014</u>	E	<u>October 14, 2014</u>	E
<u>October 22, 2014</u>	E	<u>October 28, 2014</u>	E
<u>October 30, 2014</u>	E	<u>November 3, 2014</u>	E
	E		E

SCHEDULE 3

**2014 VACATION SCHEDULE 3
GROUP 2**

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>November 7, 2014</u>		<u>November 11, 2014</u>	
<u>November 15, 2014</u>	m	<u>November 19, 2014</u>	E
<u>November 27, 2014</u>	m	<u>December 1, 2014</u>	E
<u>December 5, 2014</u>	m	<u>December 9, 2014</u>	E
<u>December 13, 2014</u>	m	<u>December 17, 2014</u>	E
<u>December 21, 2014</u>	m	<u>December 26, 2014</u>	E
<u>December 29, 2014</u>	m		
	m		

SCHEDULE 3

**2014 VACATION SCHEDULE 4
GROUP 2**

<u>January 2, 2014</u>		<u>February 8, 2014</u>
B - LT		B - LT
B		B
B		B
B		B
<u>March 18, 2014</u>		<u>April 27, 2014</u>
B - LT		B - LT
B		B
B		B
B		B
B		B
<u>May 27, 2014</u>		<u>July 2, 2014</u>
A - LT		A - LT
A		A
A		A
A		A
A		A
<u>August 7, 2014</u>		<u>September 12, 2014</u>
A - LT		B - LT
A		B
A		B
A		B
A		B
<u>October 18, 2014</u>		<u>November 23, 2014</u>
B - LT		B - LT
B		B
B		B
B		B
B		B

SCHEDULE 4

**2014 VACATION SCHEDULE V
GROUP 2**

<u>January 3, 2014</u>	
<u>February 8, 2014</u>	
<u>March 16, 2014</u>	
<u>April 21, 2014</u>	
<u>May 27, 2014</u>	
<u>July 2, 2014</u>	
<u>August 7, 2014</u>	
<u>September 12, 2014</u>	
<u>October 18, 2014</u>	
<u>November 23, 2014</u>	

SCHEDULE V

**2014 VACATION SCHEDULE X
GROUP 3**

JAN 8 - FEB 8	FEB 13 - MARCH 13
B - LT	B - LT
B	B
B	B
B	B
MARCH 21 - APRIL 14	APRIL 28 - MAY 24
B - LT	B - LT
B	B
B	B
B	B
B	B
JUNE 1 - JUNE 29	JULY 7 - AUGUST 4
A - LT	A - LT
A	A
A	A
A	A
A	A
AUGUST 12 - SEPT 9	SEPT 17 - OCT 15
A - LT	B - LT
A	B
A	B
A	B
A	B
OCT 23 - NOV 20	NOV 28 - DEC 28
B - LT	B - LT
B	B
B	B
B	B
B	B

SCHEDULE X

2014 VACATION SCHEDULE 1

GROUP 3

FIREFIGHTERS	LIEUTENANTS	FIREFIGHTERS	LIEUTENANTS
<u>January 4, 2014</u>		<u>March 21, 2014</u>	
<u>March 25, 2014</u>		<u>March 29, 2014</u>	D
<u>April 2, 2014</u>	D	<u>April 8, 2014</u>	D
<u>April 10, 2014</u>	D	<u>April 14, 2014</u>	D
<u>April 18, 2014</u>	D	<u>April 26, 2014</u>	D
<u>April 30, 2014</u>	D	<u>May 4, 2014</u>	D
<u>May 8, 2014</u>	D	<u>May 12, 2014</u>	D
<u>May 16, 2014</u>	D	<u>May 20, 2014</u>	D
<u>May 24, 2014</u>	D	<u>June 1, 2014</u>	D
<u>June 5, 2014</u>	D	<u>June 5, 2014</u>	C
<u>June 13, 2014</u>	C	<u>June 17, 2014</u>	C
<u>June 21, 2014</u>	C	<u>June 25, 2014</u>	C
<u>June 29, 2014</u>	C	<u>July 7, 2014</u>	C
<u>July 11, 2014</u>	C	<u>July 15, 2014</u>	C
<u>July 19, 2014</u>	C	<u>July 23, 2014</u>	C
<u>July 27, 2014</u>	C	<u>July 31, 2014</u>	C
<u>August 4, 2014</u>	C	<u>August 12, 2014</u>	C
<u>August 16, 2014</u>	C	<u>August 20, 2014</u>	C
<u>August 24, 2014</u>	C	<u>August 28, 2014</u>	C
	C		C

SCHEDULE 1

**2014 VACATION SCHEDULE 1
GROUP 3**

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>September 1, 2014</u>		<u>September 8, 2014</u>	
<u>September 8, 2014</u>	C	<u>October 23, 2014</u>	C
<u>October 27, 2014</u>	C	<u>October 31, 2014</u>	D
<u>November 4, 2014</u>	D	<u>November 5, 2014</u>	D
<u>November 12, 2014</u>	D	<u>November 18, 2014</u>	D
<u>November 20, 2014</u>	D	<u>November 28, 2014</u>	D
<u>December 2, 2014</u>	D	<u>December 6, 2014</u>	D
<u>December 10, 2014</u>	D	<u>December 14, 2014</u>	D
<u>December 18, 2014</u>	D	<u>December 22, 2014</u>	D
<u>December 26, 2014</u>	D	<u>December 30, 2014</u>	D
	D		D

SCHEDULE 1

2014 VACATION SCHEDULE 2

GROUP 3

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>January 4, 2014</u>		<u>January 8, 2014</u>	
<u>January 12, 2014</u>	D	<u>January 18, 2014</u>	D
<u>January 20, 2014</u>	D	<u>January 24, 2014</u>	D
<u>January 28, 2014</u>	D	<u>February 1, 2014</u>	D
<u>February 5, 2014</u>	D	<u>February 13, 2014</u>	D
<u>February 17, 2014</u>	D	<u>February 23, 2014</u>	D
<u>February 25, 2014</u>	D	<u>March 1, 2014</u>	D
<u>March 5, 2014</u>	D	<u>March 8, 2014</u>	D
<u>March 13, 2014</u>	D	<u>April 28, 2014</u>	D
<u>April 30, 2014</u>	D	<u>May 4, 2014</u>	D
<u>May 8, 2014</u>	D	<u>May 12, 2014</u>	D
<u>May 16, 2014</u>	D	<u>May 20, 2014</u>	D
<u>May 24, 2014</u>	D	<u>June 1, 2014</u>	D
<u>June 5, 2014</u>	D	<u>June 8, 2014</u>	C
<u>June 13, 2014</u>	C	<u>June 17, 2014</u>	C
<u>June 21, 2014</u>	C	<u>June 25, 2014</u>	C
<u>June 29, 2014</u>	C	<u>July 7, 2014</u>	C
<u>July 11, 2014</u>	C	<u>July 15, 2014</u>	C
	C		C

SCHEDULE 2

**2014 VACATION SCHEDULE 2
GROUP 3**

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>July 18, 2014</u>		<u>July 23, 2014</u>	
<u>July 27, 2014</u>	C	<u>July 31, 2014</u>	C
<u>August 4, 2014</u>	C	<u>August 12, 2014</u>	C
<u>August 18, 2014</u>	C	<u>August 20, 2014</u>	C
<u>August 24, 2014</u>	C	<u>August 28, 2014</u>	C
<u>September 1, 2014</u>	C	<u>September 5, 2014</u>	C
<u>September 8, 2014</u>	C	<u>September 17, 2014</u>	C
<u>September 21, 2014</u>	C	<u>September 25, 2014</u>	D
<u>September 28, 2014</u>	D	<u>October 3, 2014</u>	D
<u>October 7, 2014</u>	D	<u>October 11, 2014</u>	D
<u>October 18, 2014</u>	D	<u>December 30, 2014</u>	D
	D		D

SCHEDULE 2

2014 VACATION SCHEDULE 3

GROUP 3

FIREFIGHTERS	LIEUTENANTS	FIREFIGHTERS	LIEUTENANTS
<u>January 4, 2014</u>		<u>January 8, 2014</u>	
<u>January 12, 2014</u>	E	<u>January 16, 2014</u>	E
<u>January 20, 2014</u>	E	<u>January 24, 2014</u>	E
<u>January 28, 2014</u>	E	<u>February 1, 2014</u>	E
<u>February 5, 2014</u>	E	<u>February 13, 2014</u>	E
<u>February 17, 2014</u>	E	<u>February 21, 2014</u>	E
<u>February 26, 2014</u>	E	<u>March 1, 2014</u>	E
<u>March 5, 2014</u>	E	<u>March 9, 2014</u>	E
<u>March 13, 2014</u>	E	<u>March 21, 2014</u>	E
<u>March 25, 2014</u>	E	<u>March 29, 2014</u>	E
<u>April 2, 2014</u>	E	<u>April 6, 2014</u>	E
<u>April 10, 2014</u>	E	<u>April 14, 2014</u>	E
<u>April 18, 2014</u>	E	<u>September 17, 2014</u>	E
<u>September 21, 2014</u>	E	<u>September 25, 2014</u>	E
<u>September 29, 2014</u>	E	<u>October 3, 2014</u>	E
<u>October 7, 2014</u>	E	<u>October 11, 2014</u>	E
<u>October 15, 2014</u>	E	<u>October 23, 2014</u>	E
<u>October 27, 2014</u>	E	<u>October 31, 2014</u>	E
	E		E

SCHEDULE 3

**2014 VACATION SCHEDULE 3
GROUP 3**

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>November 4, 2014</u>		<u>November 8, 2014</u>	
<u>November 12, 2014</u> m		<u>November 15, 2014</u> E	
<u>November 20, 2014</u> m		<u>November 25, 2014</u> E	
<u>December 2, 2014</u> m		<u>December 8, 2014</u> E	
<u>December 10, 2014</u> m		<u>December 14, 2014</u> E	
<u>December 18, 2014</u> m		<u>December 22, 2014</u> E	
<u>December 26, 2014</u> m		<u>December 30, 2014</u> E	

SCHEDULE 3

**2014 VACATION SCHEDULE 4
GROUP 3**

<u>January 4, 2014</u>	B - LT	<u>February 9, 2014</u>	B - LT
	B		B
	B		B
	B		B
<u>March 17, 2014</u>	B - LT	<u>April 22, 2014</u>	B - LT
	B		B
	B		B
	B		B
	B		B
<u>May 28, 2014</u>	A - LT	<u>July 3, 2014</u>	A - LT
	A		A
	A		A
	A		A
	A		A
<u>August 8, 2014</u>	A - LT	<u>September 13, 2014</u>	B - LT
	A		B
	A		B
	A		B
	A		B
<u>October 19, 2014</u>	B - LT	<u>November 24, 2014</u>	B - LT
	B		B
	B		B
	B		B
	B		B

SCHEDULE 4

**2014 VACATION SCHEDULE V
GROUP 3**

<u>January 4, 2014</u>	<hr/>
<u>February 9, 2014</u>	<hr/>
<u>March 17, 2014</u>	<hr/>
<u>April 22, 2014</u>	<hr/>
<u>May 28, 2014</u>	<hr/>
<u>July 3, 2014</u>	<hr/>
<u>August 8, 2014</u>	<hr/>
<u>September 13, 2014</u>	<hr/>
<u>October 19, 2014</u>	<hr/>
<u>November 24, 2014</u>	<hr/>

SCHEDULE V

**2014 VACATION SCHEDULE X
GROUP 4**

<u>JAN 9 - FEB 6</u>	<u>FEB 14 - MARCH 14</u>
_____ B - LT	_____ B - LT
_____ B	_____ B
_____ B	_____ B
_____ B	_____ B
<u>MARCH 22 - APRIL 19</u>	<u>APRIL 27 - MAY 25</u>
_____ B - LT	_____ B - LT
_____ B	_____ B
_____ B	_____ B
_____ B	_____ B
_____ B	_____ B
<u>JUNE 2 - JUNE 30</u>	<u>JULY 6 - AUGUST 5</u>
_____ A - LT	_____ A - LT
_____ A	_____ A
_____ A	_____ A
_____ A	_____ A
_____ A	_____ A
<u>AUGUST 13 - SEPT 10</u>	<u>SEPT 18 - OCT 16</u>
_____ A - LT	_____ B - LT
_____ A	_____ B
_____ A	_____ B
_____ A	_____ B
_____ A	_____ B
<u>OCT 24 - NOV 21</u>	<u>NOV 29 - DEC 27</u>
_____ B - LT	_____ B - LT
_____ B	_____ B
_____ B	_____ B
_____ B	_____ B
_____ B	_____ B

SCHEDULE X

2014 VACATION SCHEDULE 1

GROUP 4

FIREFIGHTERS <u>January 1, 2014</u>	LIEUTENANTS	FIREFIGHTERS <u>March 22, 2014</u>	LIEUTENANTS
<u>March 26, 2014</u>	D	<u>March 30, 2014</u>	D
<u>April 3, 2014</u>	D	<u>April 7, 2014</u>	D
<u>April 11, 2014</u>	D	<u>April 15, 2014</u>	D
<u>April 19, 2014</u>	D	<u>April 27, 2014</u>	D
<u>May 1, 2014</u>	D	<u>May 6, 2014</u>	D
<u>May 8, 2014</u>	D	<u>May 13, 2014</u>	D
<u>May 17, 2014</u>	D	<u>May 21, 2014</u>	D
<u>May 25, 2014</u>	D	<u>June 2, 2014</u>	D
<u>June 5, 2014</u>	D	<u>June 10, 2014</u>	C
<u>June 14, 2014</u>	C	<u>June 18, 2014</u>	C
<u>June 22, 2014</u>	C	<u>June 26, 2014</u>	C
<u>June 30, 2014</u>	C	<u>July 8, 2014</u>	C
<u>July 12, 2014</u>	C	<u>July 16, 2014</u>	C
<u>July 20, 2014</u>	C	<u>July 24, 2014</u>	C
<u>July 28, 2014</u>	C	<u>August 1, 2014</u>	C
<u>August 5, 2014</u>	C	<u>August 13, 2014</u>	C
<u>August 17, 2014</u>	C	<u>August 21, 2014</u>	C
<u>August 25, 2014</u>	C	<u>August 29, 2014</u>	C
	C		C

SCHEDULE 1

2014 VACATION SCHEDULE 1

GROUP 4

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>September 2, 2014</u>		<u>September 8, 2014</u>	
<u>September 10, 2014</u>	C	<u>October 24, 2014</u>	C
<u>October 28, 2014</u>	C	<u>November 1, 2014</u>	D
<u>November 5, 2014</u>	D	<u>November 9, 2014</u>	D
<u>November 13, 2014</u>	D	<u>November 17, 2014</u>	D
<u>November 23, 2014</u>	D	<u>November 28, 2014</u>	D
<u>December 3, 2014</u>	D	<u>December 7, 2014</u>	D
<u>December 11, 2014</u>	D	<u>December 15, 2014</u>	D
<u>December 18, 2014</u>	D	<u>December 23, 2014</u>	D
<u>December 27, 2014</u>	D	<u>December 31, 2014</u>	D
	D		D

SCHEDULE 1

2014 VACATION SCHEDULE 2

GROUP 4

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>January 1, 2014</u>		<u>January 8, 2014</u>	
<u>January 13, 2014</u>	D	<u>January 17, 2014</u>	D
<u>January 21, 2014</u>	D	<u>January 25, 2014</u>	D
<u>January 29, 2014</u>	D	<u>February 2, 2014</u>	D
<u>February 5, 2014</u>	D	<u>February 14, 2014</u>	D
<u>February 18, 2014</u>	D	<u>February 22, 2014</u>	D
<u>February 26, 2014</u>	D	<u>March 2, 2014</u>	D
<u>March 5, 2014</u>	D	<u>March 18, 2014</u>	D
<u>March 14, 2014</u>	D	<u>April 27, 2014</u>	D
<u>May 1, 2014</u>	D	<u>May 5, 2014</u>	D
<u>May 8, 2014</u>	D	<u>May 13, 2014</u>	D
<u>May 17, 2014</u>	D	<u>May 21, 2014</u>	D
<u>May 25, 2014</u>	D	<u>June 2, 2014</u>	D
<u>June 5, 2014</u>	D	<u>June 10, 2014</u>	C
<u>June 14, 2014</u>	C	<u>June 18, 2014</u>	C
<u>June 22, 2014</u>	C	<u>June 26, 2014</u>	C
<u>June 30, 2014</u>	C	<u>July 8, 2014</u>	C
<u>July 12, 2014</u>	C	<u>July 18, 2014</u>	C
	C		C

SCHEDULE 2

2014 VACATION SCHEDULE 2

GROUP 4

FIREFIGHTERS		LIEUTENANTS		FIREFIGHTERS		LIEUTENANTS	
<u>July 20, 2014</u>				<u>July 24, 2014</u>			
<u>July 28, 2014</u>		C		<u>August 1, 2014</u>		C	
<u>August 5, 2014</u>		C		<u>August 13, 2014</u>		C	
<u>August 17, 2014</u>		C		<u>August 21, 2014</u>		C	
<u>August 25, 2014</u>		C		<u>August 29, 2014</u>		C	
<u>September 2, 2014</u>		C		<u>September 6, 2014</u>		C	
<u>September 10, 2014</u>		C		<u>September 18, 2014</u>		C	
<u>September 22, 2014</u>		C		<u>September 26, 2014</u>		D	
<u>September 30, 2014</u>		D		<u>October 4, 2014</u>		D	
<u>October 8, 2014</u>		D		<u>October 12, 2014</u>		D	
<u>October 16, 2014</u>		D				D	
		D					

SCHEDULE Z

2014 VACATION SCHEDULE 3

GROUP 4

<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>	<u>FIREFIGHTERS</u>	<u>LIEUTENANTS</u>
<u>January 1, 2014</u>		<u>January 9, 2014</u>	
	E		E
<u>January 13, 2014</u>		<u>January 17, 2014</u>	
	E		E
<u>January 21, 2014</u>		<u>January 25, 2014</u>	
	E		E
<u>January 29, 2014</u>		<u>February 2, 2014</u>	
	E		E
<u>February 6, 2014</u>		<u>February 14, 2014</u>	
	E		E
<u>February 18, 2014</u>		<u>February 22, 2014</u>	
	E		E
<u>February 26, 2014</u>		<u>March 2, 2014</u>	
	E		E
<u>March 6, 2014</u>		<u>March 10, 2014</u>	
	E		E
<u>March 14, 2014</u>		<u>March 22, 2014</u>	
	E		E
<u>March 28, 2014</u>		<u>March 30, 2014</u>	
	E		E
<u>April 3, 2014</u>		<u>April 7, 2014</u>	
	E		E
<u>April 11, 2014</u>		<u>April 18, 2014</u>	
	E		E
<u>April 18, 2014</u>		<u>September 18, 2014</u>	
	E		E
<u>September 22, 2014</u>		<u>September 26, 2014</u>	
	E		E
<u>September 30, 2014</u>		<u>October 4, 2014</u>	
	E		E
<u>October 8, 2014</u>		<u>October 12, 2014</u>	
	E		E
<u>October 18, 2014</u>		<u>October 24, 2014</u>	
	E		E
<u>October 28, 2014</u>		<u>November 1, 2014</u>	
	E		E

SCHEDULE 3

2014 VACATION SCHEDULE 3

GROUP 4

FIREFIGHTERS	LIEUTENANTS	FIREFIGHTERS	LIEUTENANTS
<u>November 8, 2014</u>		<u>November 9, 2014</u>	
<u>November 13, 2014</u>	m	<u>November 17, 2014</u>	m
<u>November 21, 2014</u>	m	<u>November 23, 2014</u>	m
<u>December 3, 2014</u>	m	<u>December 7, 2014</u>	m
<u>December 11, 2014</u>	m	<u>December 15, 2014</u>	m
<u>December 19, 2014</u>	m	<u>December 23, 2014</u>	m
<u>December 27, 2014</u>	m		
	m		

SCHEDULE 3

2014 VACATION SCHEDULE 4
GROUP 4

January 5, 2014

B - LT
B
B
B

March 18, 2014

B - LT
B
B
B
B

May 29, 2014

A - LT
A
A
A
A

August 9, 2014

A - LT
A
A
A
A

October 28, 2014

B - LT
B
B
B
B

February 10, 2014

B - LT
B
B
B

April 23, 2014

B - LT
B
B
B
B

July 4, 2014

A - LT
A
A
A
A

September 14, 2014

A - LT
A
A
A
A

November 25, 2014

B - LT
B
B
B
B

SCHEDULE 4

2014 VACATION SCHEDULE V
GROUP 4

January 6, 2014

February 10, 2014

March 18, 2014

April 23, 2014

May 28, 2014

July 4, 2014

August 9, 2014

September 14, 2014

October 20, 2014

November 25, 2014

SCHEDULE V

Richard K. Zuckerman

From: Mark Davies <davies@coib.nyc.gov>
Sent: Monday, February 02, 2015 9:43 AM
To: Gould, Beth; Richard K. Zuckerman
Subject: RE: NYSBA MLS 1_29_15 draft minutes

Great. Thanks. Let's make those changes. I would leave Bernis' name out.

Mark Davies
Executive Director
NYC Conflicts of Interest Board
2 Lafayette St., Suite 1010
New York, NY 10007
212-442-1424
Fax: 212-442-1407
davies@coib.nyc.gov
<http://nyc.gov/ethics>

From: Gould, Beth [<mailto:BGOULD@NYSBA.ORG>]
Sent: Monday, February 02, 2015 9:37 AM
To: Mark Davies; Richard Zuckerman, Esq. (rkz@lambbarnosky.com)
Subject: RE: NYSBA MLS 1_29_15 draft minutes

1. Heidi Kolence
2. Jeannette does have 2 ns
3. I represented the Section at the Diversity reception, which was lightly attended due to weather but I did get one new member.
4. I'm not sure either

From: Mark Davies [<mailto:davies@coib.nyc.gov>]
Sent: Monday, February 02, 2015 9:23 AM
To: Richard Zuckerman, Esq. (rkz@lambbarnosky.com)
Cc: Gould, Beth
Subject: NYSBA MLS 1_29_15 draft minutes

Many thanks, Rich.

I had only a couple things (tracked on attached):

- (1) Beth, please provide the names/spellings to Rich.
- (2) Jeannette's first name has two n's, right Beth?
- (3) Patty couldn't make the diversity reception because of the snow.
- (4) Don't know if we should single out Bernis as voting no. I just don't know.

Thanks again!

Mark

Mark Davies
Executive Director
NYC Conflicts of Interest Board
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Richard K. Zuckerman

From: Mark Davies <davies@coib.nyc.gov>
Sent: Monday, February 02, 2015 9:30 AM
To: 'sacquario@nysac.org'; 'mb@jacobowitz.com'; 'snb@lambbarnosky.com'; 'kenneth.bond@squiresanders.com'; 'mcahill@hblaw.com'; 'lisamcobbessq@verizon.net'; 'brettcowen@cowenlawfirm.com'; 'gregg@hodgsonruss.com'; 'mldavies@aol.com'; 'darrin.derosia@ogs.ny.gov'; 'hawkeye2@rochester.rr.com'; 'gfishberg@cullenanddykman.com'; 'igoldenberg@goldenbergsekerlaw.com'; Amber Gonzalez; 'gnj@jacobowitz.com'; 'njohnson@cmvny.com'; 'etjlaw@roadrunner.com'; 'mkenneally@nycompalliance.org'; 'lskingsley@gmail.com'; 'hkline@cglawoffices.com'; 'rkoegel@forsythhowe.com'; 'jkoster@yorktownny.org'; 'sleventhal@lcmsslaw.com'; 'atl@atlevin.com'; 'bernisonelson@yahoo.com'; 'natasha.phillip@dos.ny.gov'; 'hp@jacobowitz.com'; 'psalkin@tourolaw.edu'; 'ascott@hodgsonruss.com'; 'dspitzer@hodgsonruss.com'; 'robert.spolzino@wilsonelser.com'; 'lsteinman@mccarthyfingar.com'; 'adt@jacobowitz.com'; 'cvanscoyoc@whiteplainsny.gov'; 'obwdvw@aol.com'; 'twassel@cullenanddykman.com'; 'a.wekstein@htwlegal.com'; 'rkz@lambbarnosky.com'; bgould@nysba.org
Subject: NYSBA Municipal Law Section Conference Call Today at 10:00
Attachments: MuniECMaterialsJan2015.pdf

Since we just had our EC meeting last Thursday, this should be brief. Here are the only the items I have, unless anyone has anything else:

- (1) **Annual Meeting.** Can someone do a little article on the day, with photos (from NYSBA)?
- (2) **Target dates.** This is critical: we need the rest of the committee co-chairs to provide target dates for regular committee meetings (by phone) and reports (which will be published in Muni Lawyer), along the lines of the Employment Relations Committee, the Ethics Committee, the Liability and Insurance Committee, and the Municipal Counsel Committee target dates submissions (last 2 pages of Thursday's handout – attached).
- (3) **Communities.** Are we agreed that we will switch from the Section listserv to the Section community in March? I believe we agreed on Thursday that all Section members will be autosubscribed in real time, that the initial setting will look like the listserv, and that NYSBA IT will demo to the officers and Technology Liaison (Jeannette Koster) how that will look and will run by them the initial communication to Section members.
- (4) **CAPS.** I will be talking to Dave Miranda and Patty this week to discuss next steps along the lines we discussed at the EC meeting; I will also be writing my next Chair Message for the Muni Lawyer on the possible expansion of the Section to include state attorneys.

A reminder to the **Legislation Committee** to send their report to the State Bar's EC as well as the Muni Lawyer as soon as the Committee incorporates the final relevant chapters of 2014 NY Laws (if any). Thanks again!

The **call in info** is:
1-866-640-4044;
Passcode: 68643932#

Mark

Mark Davies
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